The SBCC provides 5 main suites of contracts: Standard Building, Design and Build, Minor Works and Measured Term and Homeowner. Each contract is tailored for the Scottish sector, to suit Scottish legislation, in Scotland.


Standard Building Contract

Standard Building Contract with Quantities for use in Scotland (SBC/Q/Scot)

Appropriate:

- for larger works designed and/or detailed by or on behalf of the Employer, where detailed contract provisions are necessary and the Employer is to provide the Contractor with drawings; and with bills of quantities to define the quantity and quality of the work; and

- where an Architect/Contract Administrator and Quantity Surveyor are to administer the conditions.

Can be used:

- where the Contractor is to design discrete part(s) of the works (Contractor’s Designed Portion);

- where the works are to be carried out in sections;

- by both private and local authority employers.

Standard Building Contract Guide (SBC/G/Scot)

This Guide provides a general introduction to the contract. It is not a substitute for professional advice.

Standard Building Contract Without Quantities for use in Scotland (SBC/XQ/Scot)

Appropriate:
• for larger works designed and/or detailed by or on behalf of the Employer, where detailed contract provisions are necessary and the Employer is to provide the Contractor with drawings; and with either a specification or work Schedule to define adequately the scope and quality of the work and where the degree of complexity is not such as to require bills of quantities; and

• where an Architect/Contract Administrator and Quantity Surveyor are to administer the conditions.

Can be used:

• where the Contractor is to design discrete part(s) of the works (Contractor’s Designed Portion);

• where the works are to be carried out in sections;

• by both private and local authority employers.

Standard Building Contract with Approximate Quantities for use in Scotland (SBC/AQ/Scot)

Appropriate:

• for larger works designed and/or detailed by or on behalf of the Employer, where detailed contract provisions are necessary and the Employer is to provide the Contractor with drawings; and with approximate bills of quantities to define the quantity and quality of the work, which are to be subject to re-measurement, as there is insufficient time to prepare the detailed drawings necessary for accurate bills of quantities to be produced; and

• where an Architect/Contract Administrator and Quantity Surveyor are to administer the conditions.

Can be used:

• where the Contractor is to design discrete part(s) of the works (Contractor’s Designed Portion);

• where the works are to be carried out in sections;

• by both private and local authority employers

Standard Building Sub-Contract Agreement for use in Scotland
Appropriate:

- for use where the main contract is the Standard Building Contract (with quantities, without quantities or with approximate quantities); and

- for sub-contract works where the Sub-Contractor is not required to design.

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;

- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement.

Not suitable:

- where the Sub-Contractor is to design any part of the sub-contract works, even though the other criteria are met – consider using the Standard Building Sub-Contract with sub-contractor’s design for use in Scotland (SBCSub/D/A/Scot and SBCSub/D/C/Scot).

Standard Building Sub-Contract Conditions for use in Scotland
(SBCSub/C/Scot)

Appropriate:

- for use where the main contract is the Standard Building Contract (with quantities, without quantities or with approximate quantities); and

- for sub-contract works where the Sub-Contractor is not required to design.

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;

- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement.

Not suitable:
where the Sub-Contractor is to design any part of the sub-contract works, even though the other criteria are met – consider using the Standard Building Sub-Contract with sub-contractor's design for use in Scotland (SBCSub/D/A/Scot and SBCSub/D/C/Scot).

**Standard Building Sub-Contract with sub-contractor’s design Agreement for use in Scotland (SBCSub/D/A/Scot)**

**Appropriate:**

- for use where the main contract is the Standard Building Contract (with quantities, without quantities or with approximate quantities);

- where the Contractor is to design discrete part(s) of the main contract works (Contractor’s Designed Portion); and

- the Sub-Contractor is to design all or part of the sub-contract works (Sub-Contractor’s Designed Portion).

**Can be used:**

- where the sub-contract works and/or main contract works are to be carried out in sections;

- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement.

**Not suitable:**

where no sub-contractor’s design is involved – consider using the Standard Building Sub-Contract for use in Scotland (SBCSub/A/Scot and SBCSub/C/Scot).

**Standard Building Sub-Contract with sub-contractor’s design Conditions for use in Scotland (SBCSub/D/C/Scot)**

**Appropriate:**

- for use where the main contract is the Standard Building Contract (with quantities, without quantities or with approximate quantities);

- where the Contractor is to design discrete part(s) of the main contract works
(Contractor’s Designed Portion); and

- the Sub-Contractor is to design all or part of the sub-contract works (Sub-Contractor’s Designed Portion).

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;

- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement.

Not suitable:

where no sub-contractor’s design is involved – consider using the Standard Building Sub-Contract for use in Scotland (SBCSub/A/Scot and SBCSub/C/Scot).

**Short Form of Sub-Contract**
(ShortSub/Scot)

Appropriate:

- for use where the main contract is a SBCC contract; and

- for a small sub-contract package of work or one that is of straightforward content with low risk involved.

Can be used:

- where the sub-contract works and/or main contract works are to be carried out in sections;

- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete remeasurement.

Not suitable:

- where the sub-contract works are of a complex technical nature;

- where the Sub-Contractor is to design any part of the sub-contract works, even though the other criteria are met;
• where provisions which are fully back to back with the main contract are required.

Sub-subcontract for use in Scotland
(SubSub/Scot)

Appropriate:

• for use where the main contract is a SBCC contract.

Can be used:

• with any sub-contract;

• where the sub-subcontract works and/or sub-contract works are to be carried out in sections;

• for sub-subcontract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete re measurement.

Not suitable:

• where the sub-subcontract works are of a complex technical nature;

• where provisions which are fully back to back with the sub-contract are required.

Design and Build

Design and Build Contract for use in Scotland
(DB/Scot)

Appropriate:

• where detailed contract provisions are necessary and Employer’s Requirements have been prepared and provided to the Contractor;

• where the Contractor is not only to carry out and complete the works, but also to complete the design; and

• where the Employer employs an agent (who may be an external consultant or employee) to administer the conditions.
Can be used:

- where the works are to be carried out in sections;
- by both private and local authority employers.

Where the Contractor's design responsibility is restricted to discrete parts of the works and he is not responsible for completing the design for the whole works, consideration should be given to using one of the SBCC contracts that provide for the employment of an Architect/Contract Administrator and limited design input by the Contractor.

### Design and Build Sub-Contract Agreement for use in Scotland (DBSub/A/Scot)

**Appropriate:**

- for use with the Design and Build Contract; and
- for sub-contract works whether or not they include design by the Sub-Contractor.

**Can be used:**

- where the sub-contract works and/or main contract works are to be carried out in sections;
- for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete re-measurement of the sub-contract works.

### Design and Build Sub-Contract Conditions for use in Scotland (DBSub/C/Scot)

**Appropriate:**

- for use with the Design and Build Contract; and
- for sub-contract works whether or not they include design by the Sub-Contractor.

**Can be used:**

- where the sub-contract works and/or main contract works are to be carried out in sections;
for sub-contract works that are to be carried out on the basis of an adjusted sub-contract sum (adjustment for variations etc.) or by complete re-measurement of the sub-contract works.

**Design and Build Sub-Contract Guide**
(DBSub/G/Scot)

This Guide is intended to provide a general introduction to the contract and is not a substitute for professional advice.

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**Minor Works**

**Minor Works Building Contract for use in Scotland**
(MW/Scot)

Appropriate:

- where the work involved is simple in character;
- where the work is designed by or on behalf of the Employer;
- where the Employer is to provide drawings and/or a specification and/or work Schedule to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator and Quantity Surveyor is appointed to administer the conditions.

Can be used:

- by both private and local authority employers;
- where bills of quantities are required.

Not suitable:

- where detailed control procedures are needed;
- where the Contractor is to design discrete part(s) of the works, even though all the other criteria are met – consider using the Minor Works Building Contract with contractor’s design for use in Scotland (MWD/Scot).

**Minor Works Building Contract with Contractor’s Design for use in Scotland**
(MWD/Scot)
Appropriate:

- where the work involved is simple in character;
- where the work is designed and the requirements for the contractor’s design of discrete part(s) are detailed by or on behalf of the Employer, and where the Contractor is required to design those part(s) of the work (Contractor’s Designed Portion);
- where the Employer is to provide drawings and/or a specification and/or work Schedule to define adequately the quantity and quality of the work; and
- where an Architect/Contract Administrator or Quantity Surveyor if appointed is to administer the conditions.

Can be used:

- by both private and local authority employers: and
- where bills of quantities are required.

Not suitable:

- as a design and build contract;
- where provisions are required to govern work carried out by named specialists;
- where detailed control procedures are needed.

Where warranties are required.

\underline{Minor Works Sub-Contract with sub-contractor’s design} (MWSub/D/Scot)

Appropriate:

- for use where the main contract is the Minor Works Building Contract with contractor’s design;
- where the Sub-Contractor is to design all or part of the sub-contract works (Sub-Contractor’s Designed Portion); and
- for a small sub-contract package of work or one that is of straightforward content with low risk involved.
Not suitable:

- where the sub-contract works are of a complex technical nature;
- where sub-contractor's design is not involved – consider using the Short Form of Sub-Contract (ShortSub).

See also the opening paragraph of the Guidance Notes.

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**Measured Term**

**Measured Term Contract**  
(MTC/Scot)

Appropriate for use:

- by Employers who have a regular flow of maintenance and minor works, including improvements, to be carried out by a single contractor over a specified period of time and under a single contract;
- where the work is to be instructed from time to time and measured and valued on the basis of an agreed schedule of rates; and
- where a Contract Administrator is to administer the conditions.

**Measured Term Contract Guide**  
(MTC//G/Scot)

This Guide is intended to provide a general introduction to the contract and is not a substitute for professional advice.

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