

ScaffSkills

Contract Management for Scaffolders, Module 1 reference card

Standard Forms at a Glance

JCT vs NEC vs NASC vs Bespoke. Know which one governs your job.

	JCT	NEC3 / NEC4	NASC Scaffolding Contract 2016	Bespoke
Issued by	Joint Contracts Tribunal. Founded 1931. Members include RIBA, RICS, CIOB.	Institution of Civil Engineers (ICE), first published 1993.	Contractors Legal Group with NASC.	Main contractor's own template.
Typical use	Dominant in UK building work. Houses to hospitals.	Infrastructure, civils, major government projects (HS2, Crossrail).	Direct contracts between scaffolder and client.	Highest-risk category. Often imposed by tier-1 contractors.
Common scaffolding sub-contracts	SBCSub and Sub/Sub. DOM/1 and DOM/2 names obsolete.	Engineering and Construction Subcontract (ECSUBC). Option A most common for scaffolding.	The contract itself; 32-item Schedule of Rates appended.	Varies. Read every page.
Variations called	Variations.	Compensation events.	Variations.	Variations or whatever the MC drafted.
Vocabulary quirks	Standard industry language.	"Plant" = installed M&E.; Your scaffolding kit is "Equipment".	Standard industry language.	Varies; check definitions.
Payment notice regime	Aligned with HGCRA 1996 (s.110A, s.111).	Aligned with HGCRA via Option Y(UK)2.	Aligned with HGCRA 1996.	Must comply with HGCRA. If silent, the Scheme for Construction Contracts applies.
Notice deadlines	Per contract. Typically 7 to 14 days for delay events.	CORE CLAUSE 61.3: 7 weeks for compensation events. Miss it = no money, no time.	Per contract. Typically 7 days for contra-charges (CG12:19 §9.11).	Varies. Often punitive. Read carefully.
Programme sanction	Variable; check the appendix.	Failure to submit a first programme can reduce valuation by 25%.	Standard contractual.	Often onerous; designed to favour the MC.
Design responsibility	Per contract. Often passed to subcontractor via design and build amendments.	Option X15 limits to reasonable skill and care; without it, fit for purpose.	Per contract.	Often unlimited liability unless capped. Resist.
Dispute resolution	Adjudication (HGCRA), then arbitration or court.	W2 (adjudication under HGCRA) or W1 (other jurisdictions).	Adjudication, then court.	Must allow HGCRA adjudication. Tolent clauses void.
Watch out for	Appendices that vary the standard form. Read them.	Z clauses. The MC's bespoke amendments. Where the onerous terms hide.	Lesser used; comparison reference only for most jobs.	Pay-when-paid in disguise, sweep-up contra-charges, unlimited liability, narrow EOT.

Teaching point: never assume a bespoke contract is similar to a standard form. Read every clause.

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