

QUOTE vs CONTRACT CHECKLIST

Before You Sign — 12-Point Check for Scaffolding Subcontractors

Project / Job: _____

Main Contractor: _____

A — DOCUMENT CHECKS

- 1. I have received the complete set of subcontract documents — Agreement, Works Information, Drawings, Programme, and Schedule of Rates.
- 2. I have identified every document incorporated by reference and obtained a copy of each before signing.
- 3. The Works Information matches the scope I priced — same items, quantities, specification, and standards.
- 4. The drawings are the same revision I priced from — revision numbers checked and confirmed.
- 5. The programme reflects the duration and phasing I allowed when building my quote.
- 6. My quote assumptions — access, phasing, method, site restrictions — are consistent with the contract documents.

B — CLAUSE CHECKS

- 7. Checked for a **pay-when-paid** or **pay-if-paid** clause. These are generally unenforceable under HGCRA 1996 s.113 — but only if you know to challenge them.
- 8. Checked for a **fitness-for-purpose** obligation. This is a higher standard than reasonable skill and care. Confirmed PI insurance covers it — or agreed the clause is removed.
- 9. Checked for **back-to-back** provisions and understand what obligations they import from the main contract, including delay and loss-and-expense exposure.
- 10. I know the **payment application dates**, notice periods, and the process for raising a dispute if payment is withheld.

C — COMMERCIAL CHECKS

- 11. The contract price matches my quote exactly — or any agreed amendments are documented in writing.
- 12. My professional indemnity and public liability insurance covers the full scope of obligations I am taking on under this subcontract.

IF YOU FIND A GAP — DO THIS BEFORE SIGNING

→ Write to the main contractor setting out the discrepancy clearly.

→ Request either a revised contract price or written confirmation that the scope is consistent with your quote.

→ Do not sign under time pressure. A scope change agreed before signing is contractually clear. One argued after work has started is not.

THE RULE

Your **quote** defines your price. Your **subcontract** defines your scope. If there is a gap between the two, you are generally required to deliver the contract scope at the quoted price.

ONCE SIGNED — MANAGE VARIATIONS FORMALLY

Any change to scope after signing must be issued as a written variation notice before the work is carried out. Verbal agreements are not enforceable. Keep a dated record of every instruction received on site.