

SC2015

Form for control of subcontractors and staffing companies

The Swedish Construction Federation has drawn up the contractual terms that appear on the reverse side of this form, SC 2015 In connection with the sector agreement on a simplified process during hiring of subcontractors and staffing companies in the Construction Agreement, Appendix D item 4 and Chapter 23 Section 3 of the Road and Rail Agreement, which is an alternative to Sections 38 40 of the Co-determination in the Workplace Act (MBL). Unless otherwise agreed, these contractual terms shall apply in all agreements regarding performance of work reached after this agreement was entered into between the client and subcontractor stated below. This applies regardless of whether it is stated in every single case or not and also in connection with oral construction contracts. You are obliged in an agreement with another subcontractor, that you in turn use the services of, to quote the terms and conditions in SC 2015. The form is intended to be used in connection with subcontracted work or staffing that falls under the scope of The Construction Agreement and the Road and Rail Agreement. If the form and appended contractual terms are used in situations where The Construction Agreement and The Road and Rail Agreement are not applicable, the parties should agree on what parts of the terms and conditions shall apply between the parties. Then, there may also be a duty to negotiate under Section 38 MBL, e.g. during hiring of staffing companies, which are bound by Almega's staffing agreement.

Subcontractors and staffing companies that are used for the first time and that are not members of The Swedish Construction Federation shall be checked by the client. You are therefore requested to provide the information below on this form and then send the filled in form and copies of documents that verify your assurance below to the client. The client keeps the original. **The client sends a copy to the relevant union only when:**
1) hired subcontractor is a member of The Association of Heavy Equipment Contractors, 2) hired subcontractor or staffing company is bound by The Construction Agreement or the Road and Rail Agreement via local side collective agreement with relevant union, or, 3) hired subcontractor is a "one-man firm" conducting work in the field of one of these agreements.

Client/Beställare:

Company:		Corporate identity number:
Contact person:	E-mail:	Tel. no:

Subcontractor (SC) or staffing company (SCY)/ Underentreprenör (UE) eller bemanningsföretag (BF):

Company:		Corporate identity number:
Company address:	Postal code:	Location:
Contact person:	E-mail:	Tel. no:

Tick the relevant boxes:

SC or SCY are bound by the following collective agreements	SC or SCY is holder of and appends:	
<input type="checkbox"/> SC is a sole proprietorship (no requirement for collective agreement)	<input type="checkbox"/> Extract proving that the company is authorised for Swedish corporate taxation and registered for VAT with the Swedish Tax Agency	<input type="checkbox"/> Certificate of incorporation
	<input type="checkbox"/> SC or SCY has no undisputed overdue claims from workers for wages or remuneration	
If SC or SCY is a machine company, the following information shall also be provided: (This also applies to machine companies arranged by machine centre/firm of hauliers or procurement companies)		
<input type="checkbox"/> Machinery and equipment complies with what is stated in applicable laws and regulations	<input type="checkbox"/> SC or SCY has no undisputed overdue claims from workers for wages or remuneration	
<input type="checkbox"/> Insurance certificate regarding current business insurance, which contains liability insurance		

The relevant local trade union organisation in Byggnads or Seko is entitled in a right of veto situation under Section 39 MBL to receive copies of the above-mentioned documents.

<input type="checkbox"/> SC or Staffing company applies ID06
Other information:

The above-mentioned subcontractor or staffing company hereby guarantees that the above-stated information is correct:

Signature

Clarification of signature:	Place:	Date:
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SC2015

Contractual terms for subcontractors and staffing companies Issued by the Swedish Construction Federation on 20 January 2021

SC 2015 is intended to be used when work, that may be performed under the scope of the Construction Agreement or Road and Rail Agreement, is subcontracted or when staffing companies are hired under Appendix D items 3 and 4 of the Construction Agreement or Chapter 23 Section 3 of the Road and Rail Agreement.

1. The subcontractor or staffing company shall
 - a) be bound by collective agreement for the work. (These terms and conditions do not apply to sole proprietorships.)
 - b) be registered for Swedish corporation tax and VAT and in the case of a subcontractor, which is a legal entity, comply with registration requirements.
 - c) have no definite (undisputed) overdue claims from workers for wages or remuneration.

Subcontractors that are also contractor equipment companies or that are arranged by machine centre/firm of hauliers or procurement companies, shall fulfil the following additional terms and conditions.

- d) Machinery and equipment covered by the contract shall comply with the requirements stated in laws and regulations.
- e) For the subcontractor, there should be business insurance including liability insurance during the contract-specified period.
- f) Machinery operators covered by the contract shall hold occupational certificate/training manual for the machinery in question and otherwise have the skills required under applicable laws and regulations.

2. The subcontractor or staffing company shall conduct their activities so that it does not imply breach of laws or collective agreements or in another way contravene what is generally accepted in the collective agreement area (customary sector practice).

3. The subcontractor or staffing company undertakes to provide the information about the company that is specified in the form for control of subcontractors and staffing companies and which the trade union according to the form has the right to receive.

The subcontractor or staffing company also undertakes to participate in negotiations according to Section 38-40 of the Co-determination in the Workplace Act (MBL) and otherwise to also comply with the terms and conditions that the client can impose depending on the request of the relevant trade union.

4. The subcontractor or staffing company shall report in writing to the client what subcontractors and/or staffing companies, they in turn are using and what subcontractors and/or staffing companies these in turn are using etc.

5. An employer that is a subcontractor (SC1) that in turn uses the services of a subcontractor (SC2) under Appendix D item 3 and 4 of the Construction Agreement or Chapter 23 Section 3 of the Road and Rail Agreement shall ensure

- a) that the subcontractor (SC2) undertakes to follow the provisions in Appendix D of the Construction Agreement or Chapter 23 of the Road and Rail Agreement
- b) that the subcontractor (SC2) passes on the obligation to follow the provisions in Appendix D or Chapter 23 of the Road and Rail Agreement to the subcontractor (SC3) that they use etc.
- c) adopt the provisions shown in SC 2015

(The duty to report what subcontractors have been used is an obligation under the collective agreement within the scope of the Construction Agreement. It is only a commercial term under the scope of the Road and Rail Agreement.)

6. The client is entitled to revoke agreements reached between the parties on subcontract work or hiring if the subcontractor or staffing company does not fulfil its obligations under items 1-5 above or if a duty to revoke arises for the client on application of the MBL or due to collective agreements reached on account of this law. The revocation applies to the remaining part of the contract or the hiring period, which has not yet been performed/completed. The subcontractor is liable to provide compensation for the loss that the revocation occasioned to the client.

UE2015

Blankett för kontroll av underentreprenörer och bemanningsföretag

Med anledning av branschöverenskommelsen om förenklat förfarande vid anlåtande av underentreprenör och bemanningsföretag i Byggavtalet Bilaga D punkten 4 och Väg- och Banavtalet kap. 23 § 3, som är ett alternativ till 38 40 §§ MBL, har Byggföretagen (tidigare Sveriges Byggindustrier) tagit fram de avtalsvillkor som framgår på baksidan av denna blankett, UE 2015. Om inte annat avtalas ska dessa avtalsvillkor gälla i samtliga avtal om utförande av arbete som träffas efter detta avtals ingående mellan nedan angiven beställare och underentreprenör. Detta gäller oavsett om det anges i varje enskilt fall eller inte och även vid muntliga entreprenadavtal. Ni är skyldig att i avtal med annan underentreprenör, som ni i er tur anlitar, åberopa villkoren i UE 2015. Blanketten är avsedd att användas vid underentreprenad eller bemanning som faller under Byggavtalets och Väg- och Banavtalets tillämpningsområde. Om blanketten och bifogade avtalsvillkor används i situationer när Byggavtalet och Väg- och Banavtalet inte är tillämpliga bör parterna komma överens om vilka delar av villkoren som ska gälla mellan parterna. Det kan då även finnas en skyldighet att förhandla enligt 38 § MBL, t.ex. vid anlåtande av bemanningsföretag som är bundna av Almegas bemanningsavtal.

Underentreprenör och bemanningsföretag som anlitas för första gången och som inte är medlem i Byggföretagen ska kontrolleras av beställaren. Ni ombeds därför att på denna blankett lämna nedanstående uppgifter och därefter sända ifylld blankett samt kopior av dokument som styrker er försäkran nedan till beställaren. Beställaren bevarar originalet. **Beställaren skickar en kopia av denna blankett till berört fackförbund endast när: 1) anlitat underentreprenör är medlem i ME, 2) anlitat underentreprenör eller bemanningsföretag är bunden av Byggavtalet eller Väg- och Banavtalet genom hängavtal eller 3) anlitat underentreprenör är en egenföretagare verksam på något av dessa avtalsområden.**

Beställare:

Företag:		Organisationsnummer:
Kontaktperson:	E-post:	Tel:

Underentreprenör (UE) eller bemanningsföretag (BF):

Företag:		Organisationsnummer:
Företagets adress:	Postnummer:	Ort:
Kontaktperson:	E-post:	Tel:

Markera med kryss i tillämpliga rutor:

<input type="checkbox"/> UE alt. BF är bunden av följande kollektivavtal:	<input type="checkbox"/> UE alt. BF är innehavare av och bifogar:
<input type="checkbox"/> UE är enmansföretag (ej krav på kollektivavtal)	<input type="checkbox"/> Registerutdrag från Skatteverket avseende F-skatt och moms
	<input type="checkbox"/> Bolagsregistreringsbevis
	<input type="checkbox"/> UE alt. BF har inte någon otvistig förfallen fordran från arbetstagare på lön eller ersättning
Om UE alt. BF är maskinföretag ska även följande uppgifter lämnas: (Detta gäller även maskinföretag som förmedlas av maskin-/lastbilscentral eller s.k. förmedlingsföretag)	
<input type="checkbox"/> Maskiner och utrustning uppfyller vad som anges i gällande lagar och förordningar	<input type="checkbox"/> Förare av maskin innehar yrkesbevis/utbildningsbok för ifrågasvarande maskin och i övrigt har den kompetens som krävs enligt gällande lagar och förordningar
<input type="checkbox"/> Försäkringsbevis avseende gällande företagsförsäkring innehållande ansvarsförsäkring	

Berörd lokal facklig organisation inom Byggnads eller Seko har rätt att i en vetorättssituation enligt 39 § MBL få kopior av ovan angivna handlingar.

<input type="checkbox"/> UE alt. BF tillämpar ID06
Övriga upplysningar:

Härmed garanterar ovan angiven underentreprenör alt. bemanningsföretag att ovan angivna uppgifter är riktiga:

Namnteckning
Namnförtydligande:

Ort:	Datum:
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