

ULTRA ACCESS

Retention and Scaffolding Works

And how scaffolding is actually exempt from this implied “discount”

Retention is essentially a discount requested by a construction projects’ **Principal / “Main” Contractor (PC)** at the tender stage, and usually applied to Sub-Contractors when invoicing for works completed - not to be confused with “Main Contractors Discount” which is something completely separate.

Retention a percentage (between 2.5% and 5%) of the invoice amount withheld from interim payments and acts similar to a “holding fee” or “security deposit” to ensure the Sub-Contractor corrects any defects and completes the project to the required standards, before all payments have been made to them.

And this applies to many kinds of Sub-Contractors working within the UK Construction sector, with the exception of those that fall under Temporary Works (and similar), ie; Scaffolding.

Scaffolding is NOT something that should require Retention, and this is further supported by [Build UK’s guidance](#) on the application, or not of **Retention**.

The [Minimum Standards on Retentions – Build UK \(July 2023\) document](#) (linked above) contains several specific statements excluding retention for scaffolding or works that are exclusively temporary and/or preliminary in nature.

Here are the key parts, with exact quotes, page numbers, and sections:

- **Page 2, Section:** Policy (point 2) "The risk of defects in temporary/preliminary works such as scaffolding/demolition works is considered low enough not to require any security by way of retention. For contracts which relate to works that are exclusively temporary and/or preliminary in nature (for example scaffolding) no retention should be applied at all."
- **Page 2, Section:** [Contract/Sub-Contract Value and Work Type \(Threshold Test\)](#) "For all contracts (i) of a starting value less than £100,000 and/or (ii) relating to works that are exclusively temporary and/or preliminary in nature (for example scaffolding), only a total prohibition on use of retention should be enforced."
- **Page 4, Section:** [Drafting Provisions – JCT \(Amendments to JCT D&B Contract\)](#) "Add definition of 'Retention Excluded Works' as follows: 'means works that are exclusively temporary and/or preliminary in nature including, for example, scaffolding.'"
- **Page 7, Section:** [Amendments to JCT D&B Sub-Contract](#) "Add definition of 'Retention Excluded Works' as follows: 'means works that are exclusively temporary and/or preliminary in nature including, for example, scaffolding.'"
- **Page 11, Section:** [Amendments to NEC4 ECC \(Main Contract\)](#) "retention is not withheld under subcontracts that relate solely to works that are exclusively temporary and/or preliminary in nature, including for example scaffolding." (This appears in the insertion of a new Clause X16.5.)
- **Page 14, Section:** [Amendments to NEC4 ECS \(Subcontract\)](#) "retention is not withheld under subcontracts that relate solely to works that are exclusively temporary and/or preliminary in nature, including for example scaffolding." (This appears in the insertion of a new Clause X16.5.)

NOTE: there might however be instances where **Retention** may be requested due to considerable / complex Designed Scaffolds, where elements might indeed have to be “left behind” becoming part of the permanent structure, although this is rare.

In short: it is perfectly acceptable to refuse the request of **Retention**, when considering scaffolding works, with BUILD UK themselves offering guidance as to why refusal is justified.