

JCTNEWS

THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

WESLEY HOUSE, CAMBRIDGE

Wesley House is a theological college located in Jesus Lane, Cambridge. Originally independent of Cambridge University, it was sold to Jesus College in 2014. With both a reduction in size and an adjustment of focus to post-graduate study, a redevelopment of the site was required to optimize the space and provide improved facilities. With construction starting in 2015, the new building was opened in April last year. A JCT Intermediate Building Contract was the form of choice.

The original Wesley House was constructed in the 1920s and was founded as a Methodist theological college. Its main role was the education of Methodist ministers, but today it serves as a centre for theological study for students and scholars of the Methodist and Wesleyan traditions from around the world. The original building was designed by Maurice Webb, taking inspiration from the style of Morris, Ruskin, and Lutyens.

Wesley House secured its long-term future through its sale to Jesus College in 2014, incorporating it within Cambridge University. Repositioning its focus as a post-graduate research institution meant a reduction in scale of its accommodation to less than a third of its original size. This presented architect and designer, Cowper Griffith Architects, with an interesting set of challenges – carrying out the redevelopment on a reduced site without losing any of the original facilities, working in a sensitive location in the north-east of Cambridge city centre in close proximity to a listed chapel, and providing



Wesley House, Cambridge

Image: Peter Cook

Continues on page 2 >>

3

Chair's Letter:
Is a Sustainable Built
Environment Possible?

4

**Build and Create Your
JCT Contracts Online
with JCT Construct**

6

**New JCT BIM
Guidance and Other
BIM Developments**

Andrew Croft and Kevin
Henderson – Beale & Co,
and May Winfield
– Burro Happold

8

Practical Completion
Peter Hibberd

9

**JCT On Demand -
New Contracts Now
Available**

10

JCT Interviews...
Kathryn Ladley

The views expressed in the articles in JCT News are those of the author(s) and do not necessarily reflect JCT's views.

JCTNEWS

2

improved and modern facilities whilst respecting the design and materials of the existing fabric.

The £6.1m, 2,500m² redevelopment includes a new library, dining room, upgraded chapel, seminar rooms, offices, and new and refurbished student accommodation. The scheme has been sensitively interwoven into the adjacent 1920s and 18th century buildings. Stone, hand-made brick work, joinery, and Westmoreland slate have been employed to match and reflect the high quality materials used in the original buildings.

Fifteen new student rooms have been added to the north east corner, extending the site facing onto Jesus College Fellows Garden. A top-lit staircase opens off an existing entrance to the courtyard interior to provide access. The existing thirteen rooms have been refurbished with modern en-suite facilities, wifi access, and purpose-built shared kitchen/dining areas to promote community life.

To create a new main entrance for the college, an existing 1960s building was demolished and replaced with a new entrance, as well as a purpose-built Porters Lodge and administration offices on the ground floor. A new gatehouse replaces the existing 1970s one.

The seminar rooms, new library, dining room and kitchens are located on the top floor above the Porters Lodge, completing the main part of the new building. Facing Jesus Lane in the front and the court at the back, the building forms a bridge between the public and private areas. Whilst the materials reference the original and existing structures, the styling is given a more sleek and contemporary twist, using stone surrounds and bronze casements. The new building is wheelchair accessible and includes wifi access and a reception area for visitors.

The JCT Intermediate Building Contract is suitable for a broad range of traditionally procured projects and ideal where a range of building services and specialisms are required. In the case of Wesley House, where there is a mix of refurbishment and new build, and a variety of works – including stonework, joinery, hand-made brick work – the Intermediate form is ideally suited to capturing requirements and responsibilities of parties in a clear way. Enabling smooth working contractually has resulted in a fine building for Wesley House and its students, serving them well for their future.



Image: Peter Cook

PROJECT SUMMARY

Start:	Jan 2015
Completed:	April 2018
Contract:	JCT Intermediate Building Contract
Cost:	£6.1m
Gross Internal Floor Area:	2,500m ²
Client:	Wesley House
Architect:	Cowper Griffith Architects
Main Contractor:	Jerram Falkus Construction
Quantity Surveyor:	Andrew Morton Associates
Structural Engineer:	Smith and Wallwork Engineers
M&E Consultant & Acoustics:	Max Fordham
Heritage Consultant:	Purcell
Project Manager & CDM Coordinator:	Sweett Group
Approved Building Inspector:	Cambridge Building Council

IS A SUSTAINABLE BUILT ENVIRONMENT POSSIBLE?

Chair's Letter



Richard Saxon CBE

The Extinction Rebellion movement has certainly rekindled awareness in everyone that climate change is real, and that drastic action is essential. But what can we in the built environment do differently other than the slow, incremental changes that are in train? Two recent books point the way and give rise to some optimism.

There are two, related areas of change to consider. Firstly, energy use in both making and running buildings must become zero-carbon. Secondly, the linear approach to building materials: mine, process, use, dump, must become a circular approach, cutting the destruction of natural resources and habitats.

On zero-carbon energy, Chris Goodall's book, 'The Switch'^[1], paints a picture where photo-voltaic (PV) power collection is poised to become dominant. It is increasing rapidly in capacity and falling rapidly in cost, eventually undercutting all other options. For the sunny majority of the globe, it can become a complete answer, also saving the need for expensive national grids. The great drawback of PV, that it only delivers in daylight, is also being overcome by the rapid fall in cost of big batteries. For the northern countries where PV can't deliver in winter, the chemical routes to using PV power to create hydrogen and hydrocarbon fuels, incidentally capturing carbon dioxide from processes and the atmosphere, are on the way to being competitive with fossil sources. Aviation fuel, the hardest nut to crack, can be synthesized. Buildings will be partly surfaced in PV collectors, which will be competitive with conventional roofing and cladding materials. Batteries will be a normal part of plant rooms. High performance buildings, with demand for power digitally managed to smooth out peaks, will enable the transition.

As to materials, our guide is the excellent 'Building Revolutions' by David Cheshire^[2]. He restates the logic of the Circular Economy first laid out by Braungart and McDonough in 'Cradle to Cradle'^[3], that eventually all materials should be in continuous circulation, with little more mining needed. Organic and inorganic materials should never be mixed, to assist recovery as once mixed they are inseparable waste. New buildings and refurbishments would follow circular principles. The

lifecycle of any building is really a multi-layered one, with six 'S' layers, like Russian dolls, each having a lifespan. Sites endure for centuries as city plans rarely change. Structures can easily survive 60 years. Skins (envelopes) vary between 25 and 60 years, with glazing at the lower end. Services are obsolete or worn out in 15 to 25 years. Scenery (the interior fitout) lasts as long as the occupier's needs, but rarely more than 15 years. Stuff (the furniture, fittings and equipment) moves around continuously and wears out fast. 'How Buildings Learn' by Stewart Brand, is always worth revisiting on this subject.^[4]

Cheshire suggest that designers should separate these layers, making it simple to replace worn out elements without burying shorter-life parts inside longer life ones. Owners should consider leasing shorter-life elements rather than buying them. Leased services and fitout systems are appearing on the market, enabling the suppliers to offer 'performance as a service' and to recover materials for re-manufacture when parts are replaced. Structures should be designed for longer life, change of use and/or eventual disassembly into reusable parts. The current 'Sector Deal' development work on 'Platform-based' offsite construction envisages a kit of parts for schools which can be recovered and reused in due course.

The embodied carbon in materials and manufacture can be reduced by the growth of renewable power as the main source of energy. Embodied carbon is becoming the dominant factor as operational carbon emissions are tamed. Material 'passports' to show the provenance of everything is suggested, aligning with Dame Judith Hackitt's call for a Golden Thread of data about what a building is made of, for safety reasons. We already have a European standard for Environmental Product Declarations which form these passports. Recycling depends on certainty of material content and buildings can be valuable banks of materials.

Buckminster Fuller, in the 1960's, envisioned a world where existing materials circulated, with each reuse more efficient than the last. The business models used in the built environment must evolve to support circularity and zero-carbon working. Commercial arrangements to suit sustainability will follow.

References

^[1] The Switch, by Chris Goodall, Profile Books, 2016.

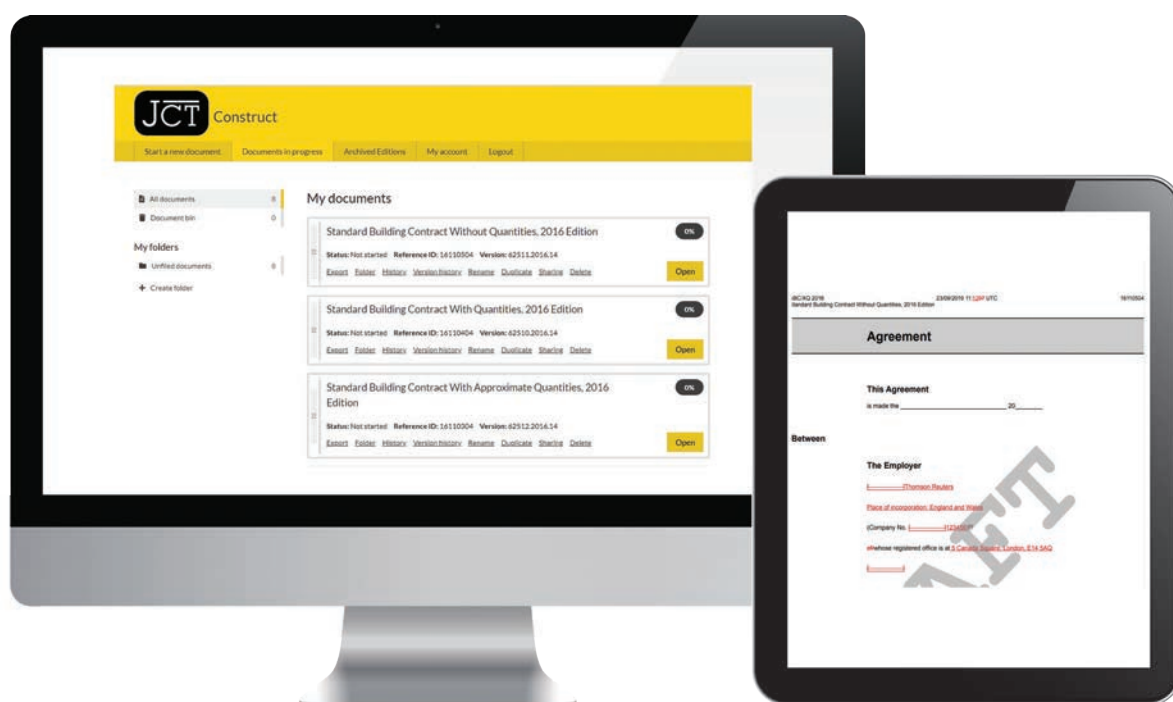
^[2] Building Revolutions, by David Cheshire, RIBA Publishing, 2016.

^[3] Cradle to Cradle, by Michael Braungart and William McDonough, Farrar, Straus and Giroux, 2002.

^[4] How Buildings Learn: what happens to them after they're built. Stewart Brand, Viking Press, 1994.



BUILD AND CREATE YOUR JCT CONTRACTS ONLINE WITH JCT CONSTRUCT



JCT Construct is a revolutionary new online contract drafting tool to enable you to draft, amend, and edit your contracts with confidence and ease.

JCT's new digital service, JCT Construct, is a contract drafting system with advanced editing features, enabling users to create and amend their JCT contracts in a secure, flexible, and easy to use online environment.

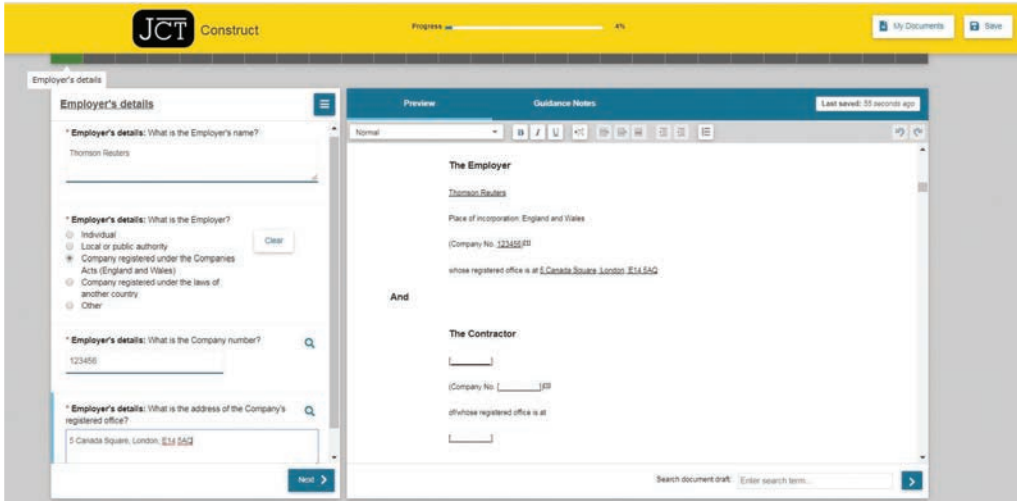
The system enables the editing of the JCT contract text itself, so that users can add their own amendments, clauses, or other customised text. This works alongside an intuitive Q&A process so that users can be guided through filling in their contract easily and comprehensively.

Each time progress is saved, users are able to generate a plain copy draft of their document for review, with an accompanying comparison document, making it possible to

easily read the contracts and see all the user-input changes from the published JCT text.

The service also supports guest sharing, so collaborative working is made possible amongst those involved in the contract drafting. Colleagues are able to share drafts, make further edits and view all changes. Version-to-version comparison means that any changes between draft versions, and against the published JCT text, can be viewed, so full transparency between the parties to the contract is ensured at all times. When all parties are ready, documents can be finalised and final copies printed ready for signing.

JCT Construct will be available as a subscription only service, but with a range of options to suit whether an individual or a multi-user subscription is required, and whether the full range or a limited range of JCT contracts is required.



JCT Construct Progress 4%

Employer's details

* Employer's details: What is the Employer's name?
Thomson Reuters

* Employer's details: What is the Employer?
☐ Individual
☐ Local or public authority
☒ Company registered under the Companies Acts (England and Wales)
☐ Company registered under the laws of another country
☐ Other

* Employer's details: What is the Company number?
123456

* Employer's details: What is the address of the Company's registered office?
5 Canada Square, London, E14 5AD

Preview Guidance Notes Last saved: 33 seconds ago

The Employer
 Thomson Reuters
 Place of incorporation: England and Wales
 (Company No. 123456)
 whose registered office is at 5 Canada Square, London, E14 5AD

And

The Contractor

 (Company No. _____)
 whose registered office is at _____

Search document draft: Enter search term...

1.7 Notices and other communications

- 1.7.1 **ADD NEW TEXT HERE** Any notice or other communication between the Parties, or by or to the Architect/Contract Administrator or Quantity Surveyor, that is expressly referred to in the Agreement or these Conditions (including, without limitation, each application, approval, consent, confirmation, counter-notice, decision, instruction or other notification) shall be in writing.



Minor Works Building Contract, 2016 Edition 100%

Status: Draft Reference ID: 16110204 Version: 62554.2016.13

[Export](#) [Folder](#) [History](#) [Version history](#) [Rename](#) [Duplicate](#) [Sharing](#) [Delete](#) [Open](#) [Finalise](#)

JCT Construct – in summary

- Add your own amendments, clauses, and other customised text. Clause numbers, cross-references in the JCT text, and table of contents all update automatically.
- Create boilerplates so you can re-use your standard set of changes.
- Guest sharing supports collaboration and enables all those involved in the drafting to share drafts, edit, and see all the changes.
- Print comparison documents showing all changes against the published JCT text for full transparency.
- Print draft contracts for review, and final contracts for signing.

Find out more at
jctltd.co.uk/jct-construct



NEW JCT BIM GUIDANCE AND OTHER BIM DEVELOPMENTS

ANDREW CROFT AND KEVIN HENDERSON – BEALE & CO, AND MAY WINFIELD – BURO HAPPOLD

The 2011 UK Government Construction Strategy included a mandate to use BIM Level 2 on all centrally procured government projects by April 2016. Part of the strategy to encourage the adoption of BIM was the publication of standard documents, including the Publicly Available Specifications (PAS) 1192 series of standards, in particular PAS 1192-2, the “specification for information management for the capital/delivery phase of construction projects using building information modelling”. The Construction Industry Council’s (CIC) BIM Protocol (the CIC Protocol) was also published in 2013 to assist BIM being reflected contractually.

The CIC Protocol was also updated in 2018 to reflect the current practices. The Second Edition was well received and is being incorporated into contracts. Nonetheless, surveys, reports and informal feedback suggest that BIM is still often not reflected in detail, or at all, in contracts, with provisions in relation to BIM non-existent or unclear and frequently inconsistent with the traditional approaches still being used by project teams.

In February 2018, May Winfield and Sarah Rock in partnership with the UK BIM Alliance published *The Winfield Rock Report: Overcoming the legal and contractual barriers of BIM*, considering the current understanding of BIM’s legal and contractual issues. The Winfield Rock Report noted that there was much confusion as to what “BIM Level 2” comprised of, especially amongst lawyers.

PAS 1192-1 and 2 were replaced by BS EN ISO 19650-1 and 2 in January 2019 as commented below.

BIM in Standard Form Contracts

The JCT 2016 suite of contracts contain references to BIM documents and anticipate that a BIM Protocol be included in the Contract Documents, and the NEC4 contracts published in June 2017 included a Secondary Option X10, “Information Modelling”. However, there are important differences between the two.

JCT allows for the use of a BIM Protocol whereas NEC4 refers to an Information Execution Plan, Information Model Requirements and includes stand-alone provisions in relation to BIM. NEC4 Option X10

can be used with a BIM Protocol (such as the CIC Protocol) as set out in the “How to” guide to using the CIC Protocol with NEC4. However, this is not particularly intuitive as X10 does not refer to a protocol, with the suggestion being to divide the Protocol between the Scope and the conditions of contract.

Whilst the BIM provisions within the standard forms are generally appreciated, the lack of a unified approach and clear guidance has added to the confusion and frustration. This has led to ambiguous or ineffective approaches to BIM.

BIM and JCT

JCT published the *Building Information Modelling (BIM), Collaborative and Integrated Team Working* practice note in 2016. This note gave an overview of how BIM methodologies and principles are applied, provided standard definitions and explained the BIM maturity. It also explained how BIM is more than software; it is a technology-assisted way of working, utilising interoperable software to encourage collaboration in the design, manufacture, construction and operation of a project.

JCT more recently released the *BIM and JCT Contracts* practice note. The objective of the practice note is to further the construction sector’s understanding of the legal and contractual issues surrounding BIM, as well as suggest options for approaching issues in a collaborative and efficient way.

As design and build contracts are the most popular form of contract on projects utilising BIM, *BIM and JCT Contracts* focuses on the use of BIM with the JCT Design and Build Contract (DB). It provides key points to consider when using DB alongside BIM processes and highlights the provisions under DB that may be most impacted by, or relevant to, a project using BIM.

BIM and JCT Contracts also includes guidance on incorporating a BIM Protocol into DB and a checklist of points to consider when preparing a BIM Protocol. Further, *BIM and JCT Contracts* includes a checklist of common contents of an Exchange Information Requirements to assist Employers specify their requirements in relation to BIM at tender stage and enable these requirements (and the tender responses) to be reflected in the contract.

BIM and JCT Contracts uses terminology from the BS EN ISO 19650-1 and 2 and generally reflects these new standards (which are explored in greater detail below). It is the first contractual guidance note in relation to BIM to do so.

Readers wishing to obtain a copy of BIM and JCT Contracts can do so via <https://www.jctltd.co.uk/product/bim-and-jct-contracts>.

BS EN ISO 19650

ISO 19650-1 deals with concepts and principles applicable to the whole suite of BS EN ISO standards, whilst BS EN ISO 19650-2 covers the delivery phase of a project. The next part of the BS EN ISO 19650 series, Part 3 (asset management), intended to replace PAS 1192-3, is in the process of being drafted.

Whilst there are a number of similarities between the PAS and ISO standards, there are some important changes. BS EN ISO 19650-1 requires an ‘information protocol’ to be included in all appointments on every project. The BS EN ISO 19650 documents also use different terminology to reduce interpretation errors when translated from English, such as ‘employer’ being substituted for ‘appointing party’ and ‘client’ being substituted for ‘appointed party’. This is meant to encourage international use.

A number of key supporting documents are now required under these standards. These include the following (in addition to an information protocol): Project Information Requirements; Exchange Information Requirements; Responsibility Matrix; Assignment Matrix; Master Information Delivery Plan; BIM Execution Plan.

BS EN ISO 19650-1 and 2 do not contain specific or prescriptive details or requirements on the form of the BIM contractual arrangements or documents. Nevertheless, the requirement for an information protocol underpins BS EN ISO 19650-1. In establishing the information protocol the appointing party is required to consider 1) the obligations relating to the management or production of information, including the use of the common data environment, 2) warranties or liabilities associated to the project information model, 3) intellectual property rights, and 4) use of existing asset information, shared resources and information during the project and following termination.

BS EN ISO19650 Guidance

Information Management according to BS EN ISO 19650 – Guidance Part 1: Concepts ("Guidance") was published in April 2019 by the UK BIM Alliance, Centre for Digital Built Britain and the BSI Group. Section 3.0 and Annex C of the Guidance consider the contractual and legal implications of the introduction of BS EN ISO 19650; Section 3.0 provides a general summary and Annex C considers the legal and contractual points requiring careful consideration at each stage of the ISO 19650 process. The Guidance can be downloaded for free from www.ukbimalliance.org.

Annex C of the Guidance is intended to encourage those involved in preparing tender and contractual documents to take into account the ISO 19650 processes when doing so by running through some of the BS EN ISO 19650-1-2 processes step by step. The Guidance is not a substitute for reading BS EN ISO 19650-1-2 and it is important that these documents are reviewed carefully. The Guidance and the ISO 19650 Information Protocol (when published) should provide clarity in relation to the contractual approach to BIM and encourage consistency between contractual arrangements and the approach to BIM.

A Better Understanding of BIM

A driving factor behind the various guidance notes is to provide greater contractual clarity for BIM and address the confusion noted in the Winfield Rock Report.

The *BIM and JCT Contracts* practice note provides useful pointers for addressing contractual issues when specifying the Exchange Information Requirements in a JCT contract, as well as when preparing and completing a BIM Protocol. A few takeaways from the note are that construction professionals and their advisers should ensure contractual approaches in relation to BIM (including definitions and obligations) reflect the updated terminology and processes in BS EN ISO 19650 and that all contract documents, including the agreement and conditions of contract, contain all the necessary BIM requirements, rights and duties.

The introduction of BS EN ISO 19650 is a milestone development for the industry's adoption of BIM and increases the importance of reflecting BIM processes in the contractual arrangements. The Guidance published to date, as well as the BS EN ISO 19650 Information Protocol when published, will assist achieving this aim. The

Guidance in particular is very important to those involved in the preparation and negotiation of construction contracts in general.

Readers wanting to stay up to date on BIM legal and contractual developments can contact BIM4legal@gmail.com.



**BIM and JCT Contracts,
Brand new Practice Note for 2019.**

Buy your copy, NOW! > jctltd.co.uk



PRACTICAL COMPLETION

PETER HIBBERD

The recent Court of Appeal case of *Mears v Costplan Services* (2019) EWCA Civ 502 is seen by some to once again raise, amongst other things, the issue of whether contracts should precisely define what constitutes practical completion.

Practical completion is sometimes contrasted to substantial completion and even practically complete. However, none of these terms requires work to be completed in all respects before it is certified or is deemed to occur. As stated in *Mears*, 'If there is a patent defect which is properly regarded as trifling then it cannot prevent the certification of practical completion, whether the defect is capable of economic remedy or not.' The use of the term practically complete in the JCT Sub-Contract and Management Works Contract may tempt some to distinguish this term with practical completion but it is submitted that it is unlikely to be of import.

Under the JCT Standard Building Contract (SBC) and the Design and Build Contract (DB) practical completion is not defined. It is a matter of opinion for the contract administrator under SBC, which is certified forthwith (as soon as is reasonable) when it is achieved and the contractor has complied sufficiently with clauses 2.40 and 3.23, i.e. the provision of as built drawings' where applicable and information for the health and safety file. Under DB the employer issues a statement to that effect when it occurs but here it is not a matter of opinion simply but one of fact, which theoretically is more difficult. Practical completion in respect of the Works or a Section (if applicable) takes place on the date stated in the certificate or statement.

By contrast the JCT Major Project Construction Contract (MP) requires the contractor (clause 15.4) to notify the employer when in their opinion Practical Completion has occurred. Where the employer agrees they then issue a statement which sets out the date Practical Completion occurred. If they do not agree they should inform the contractor of the work necessary to achieve Practical Completion. Under SBC and DB, the contractor will often indicate when they believe

they have reached practical completion but are under no contractual obligation to do so.

Under MP, practical completion is defined; it states that it takes place when the Project is complete for all practical purposes and that the existence or remedying of minor outstanding works would not affect its use. In addition to the provision of as built drawings' where applicable and information for the health and safety file it additionally includes the need to satisfy any stipulations in the Requirements that have to be met and that Statutory Requirements have been complied with and approvals obtained. That difference in approach raises the question as to why.

Traditionally JCT has adopted the view that defining practical completion for differing projects is highly problematic and consequently chose not to. As Keating states, 'practical completion is easier to recognise than to define'.

Under SBC and DB any specific requirements to achieve practical completion e.g. commissioning of mechanical installation, could as appropriate be provided for by including them in the other contract documents or possibly amending the contract. As Lord Justice Coulson stated in *Mears*, 'I do not doubt that the parties to a construction contract can agree particular parameters to guide and control a certifier in the exercise of his discretion in relation to practical completion.' The extent to which this is done depends on the context. The MP contract came much later and it was thought that the criteria it refers to would always apply, hence their inclusion.

Under most contracts it is necessary to establish when practical completion is achieved and many of those charged with that duty will believe they know it when they see it (Keating's point). Nevertheless, that person needs to take account of case law and the *Mears* judgment at paragraph 74, provides a valuable summary of the law.

When considering whether practical completion has been achieved one is primarily concerned with patent defects and incomplete work. Latent defects are by their nature as yet

unknown. Snagging lists, not a contractual requirement under SBC and DB contracts, are often and sometimes inappropriately produced in order to establish what needs to be done to meet practical completion or that an item nevertheless remains a defect to be remedied during the Rectification Period. By contrast MP provides that where the employer does not agree with the contractor's notice that it has reached Practical Completion, they need to notify the contractor of the work required for its achievement. The contractor then provides a further notice when this work is done and the employer, when satisfied, will issue a statement recording the date of Practical Completion.

MP generally provides less detail than many other JCT contracts but in this instance it does not. Does that mean practical completion on major projects is seen as more significant? Or, does it simply highlight a difference in approach that could be mirrored elsewhere?

Practical completion can apply to the works and to any defined sections of the works. Each section has its own practical completion certificate/statement and in addition there is one for the works which under MP is referred to as the Practical Completion of the Project (PCP): this has significance in that under this contract the Rectification Period for the whole works runs from the date stated in the PCP. Under SBC and DB each Section has its own Rectification Period.

Under SBC and DB practical completion is deemed to have taken place on the date stated in the certificate/statement for all the purposes of the Contract. That means that even though practical completion may not have been achieved it will be treated as though it had. A similar situation arises where the employer takes partial possession of the works (with the consent of the contractor) where particular attention is required in defining the part taken over. Because the practical completion certificate/statement (as distinct from mere practical completion of the Works) and any notice of partial possession provides a trigger to other important provisions great care must be taken in their issue.

9

JCT ON DEMAND – NEW CONTRACTS NOW AVAILABLE

The next batch of JCT Contracts to be made available via the JCT On Demand digital service is now live, including a range of some of our best-selling sub-contracts.

JCT On Demand enables users to purchase a digital version of the JCT hardcopy contract via the JCT online store and fill in the contract in a safe, secure, online environment. It uses an intuitive Q&A process to enable users to complete their contracts comprehensively.

The system also enables **saving and printing drafts, printing out a professional plain copy for signing, and generating a comparison document** showing changes against the published JCT text, **ensuring full transparency between the parties to the contract** at all times.

It is ideal for those who want instant access to their JCT contract, to be guided through each section to make sure it is completed comprehensively but are not looking to make bespoke changes or amendments to the contract text.

Purchase your JCT On Demand contract today via the JCT online store, jctltd.co.uk, or find out more information at jctltd.co.uk/jct-on-demand.

New JCT On Demand Contracts now available:

- JCT Contractor Collateral Warranty for a Funder 2016 (CWA/F)
- JCT Contractor Collateral Warranty for a Purchaser or Tenant 2016 (CWA/P&T)
- JCT Sub-Contractor Collateral Warranty for the Employer 2016 (SCWa/E)
- JCT Sub-Contractor Collateral Warranty for a Funder 2016 (SCWa/F)
- JCT Sub-Contractor Collateral Warranty for a Purchaser or Tenant 2016 (SCWa/P&T)
- JCT Design and Build Sub-Contract Agreement and Conditions 2016 (DBSub/A and DBSub/C)
- JCT Design and Build Sub-Contract Guide 2016 (DBSub/G)
- JCT Intermediate Sub-Contract Agreement and Conditions 2016 (ICSub/A and ICSub/C)
- JCT Intermediate Sub-Contract with sub-contractor's design Agreement and Conditions 2016 (ICSub/D/A and ICSub/D/C)
- JCT Intermediate Sub-Contract Guide 2016 (ICSub/G)
- JCT Intermediate Named Sub-Contract Tender and Agreement and Conditions 2016 (ICSub/NAM and ICSub/NAM/C)
- JCT Intermediate Named Sub-Contractor/Employer Agreement 2016 (ICSub/NAM/E)
- JCT Standard Building Sub-Contract Agreement and Conditions 2016 (SBCSub/A and SBCSub/C)
- JCT Standard Building Sub-Contract with sub-contractor's design Agreement and Conditions 2016 (SBCSub/D/A and SBCSub/D/C)
- JCT Standard Building Sub-Contract Guide 2016 (SBCSub/G)
- BIM and JCT Contracts – Practice Note 2019



Sign up today >

<http://corporate.jctltd.co.uk/jct-network-sign-up/>



THOMSON REUTERS

JCT INTERVIEWS...

KATHRYN
LADLEY

BSc, FRICS, MAPM, FQSi

Member, JCT Council,
LGA RepresentativeAssociate director, Surveying
and Compliance, NPS Leeds Ltd

In this series we shed some light on some of the key people who are involved with or give their time to support JCT, to ensure that all areas of the construction industry are represented and can contribute to the development of our contracts. We will look at how our interviewees contribute to JCT specifically, and gain their views on JCT's wider role within the industry.

Kathryn Ladley will begin her 50th year in the construction industry this autumn. She is currently employed by NPS Leeds Ltd as an associate director managing two teams of building surveyors, the company's quantity surveyors and a team of compliance professionals which comprises clerks of works and building services inspectors, CDM advisor, fire safety engineer, energy performance assessor, and a business support team.

Prior to joining NPS seven years ago Kathryn spent most of her career working within local authorities although she also spent time working in private practice and for contractors. Born, bred and educated in Yorkshire, and a graduate of Leeds Polytechnic (now Leeds Beckett University), Kathryn enjoys living and working in "God's own county".

Kathryn became a chartered member of the RICS in 1975 and a fellow in 2003, the same year in which she qualified as a member of the Association for Project Management.

In 2012 Leeds City Council transferred its internal design team across to a new company, NPS Leeds. At the time Kathryn was interim manager of this multi-disciplinary team and guided them through the complex negotiations. Prior to that role, Kathryn worked as LCC's construction best practice officer.

As well as her role on the JCT Council, Kathryn also sits on the SCQS (Society of Construction and Quantity Surveyors) Council and is a founder member of the QSi (Quantity Surveyors International).

JCT: Kathryn, how did you first come to be involved with JCT? Why do you think it is important to be involved?

KL: I became involved with JCT only last year. I had been invited through the SCQS and was pleased and honoured to be asked to play a part in such a prestigious organisation. You might say, that as a young quantity surveyor with Leeds City Council back in the early 1970s, I "cut my teeth" on JCT contracts. It was a part of my training and career that I always enjoyed. I liked the clarity, dependability, variety of contract forms and wealth of contract precedence available. I find it exciting and stimulating to be able to play a part in furthering the development of JCT contracts to meet modern demands and changes in the industry. I also think it is a way of giving back to an industry that I have loved being a part of.

Local authorities have always been big users of the JCT forms and I think it is important that local authorities have the opportunity to present their views in this forum.

JCT: Can you tell us about any specific work you're currently doing with JCT (e.g. any work with working groups/committees)?

KL: Being a relatively new member of the Council I have yet to become involved in any of the current range of working groups. I hope this will be remedied in the near future.

JCT: Do you have any personal career highlights?

KL: I suppose I have three highlights in my career. The first was when I became a chartered surveyor in 1975. When I started my degree course I was the only girl in my class of 25, and indeed, the only girl in the whole of the department of Building and Civil Engineering at Leeds. I came into the industry in 1970 being told that women just didn't do this kind of career. I was told I wouldn't be able to cope with the site conditions, it's too demanding for a girl, you're not worth training, you'll leave and have a family and the money spent on training you will be wasted, it's construction – it's technical – you won't be able to understand it and it's not fair you are taking a man's job and are being paid a man's wage. Well, here I am nearly 50 years later, still working and still loving part of the industry. It was good to prove that I could do the job and gain my qualification.

The second was when I became FRICS in 2003 and the third was in 2017 when I won the European Women in Construction and Engineering, Lifetime Achievement in Construction Award.

JCT: What are you most proud of about the construction industry as a whole and where do you think it most needs to improve?

KL: What makes me most proud about being a part of the construction industry is the end product. I love the buildings we all produce and have produced for many years. I look in awe and wonder each time I see a building and am amazed at the skill and workmanship that have gone into creating it. I don't just mean the myriad of historic edifices which are applauded by the population in general, but also the ones that don't always seem to work, the ones that people criticise and grumble about. To me they stand as a testament to the team that created them from the design team, through the highly skilled trade craftspeople and labourers, to the materials developers and suppliers. I love the way simple (and sometimes not so simple) components are put together

to produce homes, hospitals, schools, public buildings and factories to enhance our daily lives.

JCT: What do you see as the main challenges for the construction industry over the next five years?

KL: Sadly I feel there will be many challenges over the coming years brought about by the political and economic situation we find ourselves in at the moment and the period of austerity we have endured since 2008.

I am saddened at the numbers of skilled designers and craftspeople that the industry has lost and I feel that without a fresh look at procuring a greater diversity within the industry we may struggle. Every day I read in the media about the difficulties still being experienced by young women and members of BAME groups trying to establish themselves in the industry, the same sort of difficulties I experienced in the 70s. I also read about the shockingly high numbers of people experiencing mental health issues and how little is being done to help them. If the industry is to continue being the deliverers of great buildings and a great environment these areas need to be addressed.

I also reflect on the increasing interest in off-site construction. I read all the arguments regarding the need but can't help thinking (and perhaps this is one of the consequences of having been in the industry for such a long time) I've been there, done that and am still picking up the pieces from last time.

JCT: Does JCT have a wider role to play in the industry beyond producing contracts?

KL: Undoubtedly JCT will always be the front runner in the world of building contracts. The in-depth knowledge, the history, and the breadth of experience provided by members of both Council and the Board ensures that all documentation emanating from JCT is well considered, relevant and fair. There are, however other areas of the industry that can and will benefit from that special JCT approach. I think JCT has a part to play in guiding young professionals as they enter the industry and mentoring them along the way, and it should also continue to be a guide in providing the path to best practice. The industry proffers a collaborative way forward in an attempt to reduce the more adversarial approach seen in the past, however, just talking about it doesn't make it happen and it won't happen overnight. I believe JCT has a part to play in helping to deliver this with the same carefully considered and fair approach displayed in everything they do.





JCT Training – education and training in contractual matters

November dates available, book now!

November 2019

Tuesday, 19th November: JCT Intermediate Building Contract 2016

Tuesday, 26th November: JCT Contracts 2016 - the Legal Perspective

Wednesday, 27th November: JCT Minor Works Building Contract 2016

Find out more about JCT Training, visit:

jctltd.co.uk/jct-training



THOMSON REUTERS