

JCTNEWS

THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

ST GEORGE'S COLLEGE,
WEYBRIDGE

The activity centre at St George's College, Weybridge, was built to celebrate the 150th anniversary of the 1,000-pupil co-ed school. It places the needs of its students and the local community at its heart, with strong sustainable credentials and a number of modern features. Extensive use of VR in the design provided vital stakeholder engagement. A JCT Design and Build Contract was the contract solution.

Design by Scott Brownrigg, with Blenheim House Construction as the main contractor, the new activity centre at St George's college, Weybridge (completed in October), is a sustainable and striking building providing a range of sports and other facilities for the pupils and local community. The 3-storey, 4,000m², building replaced a pre-existing 1980s prefabricated structure. With the site located on green-belt land it was important that the design and material choice was considerate towards, and reflective of, the local landscape.

The centre's standout feature is its Glulam roof and CLT deck which spans the entirety of the activity spaces. It gives the building a gentle, wave-like form and a fluidity that helps it blend in with the surroundings. Inside, the CLT deck is expressed, which provides both a sense of drama and continuity across the different activity spaces. The free-form structure of the roof and the visual impact of the expressed CLT creates an inspirational space and a strong sense of identity, connecting the various functions,



St George's College, Weybridge

Hunden Clements Photography

including main hall, central stair, dance studio, and viewing café. The use of timber references the surrounding natural landscape, but it also serves a functional purpose, sequestering carbon to help maintain a sustainable environment.

One of the main challenges to the construction was the 8 metre change in level across the site. The project team took the opportunity

to incorporate an interesting design feature that provides a greater level of connectivity and access. A central movement spine was created to accommodate the various functions of the building across multiple levels. Taking inspiration from Wells Cathedral, the central staircase forms the focal point and creates a cathedral-like atmosphere within the main activity centre.

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Hunden Clements Photography

Via the central spine, access is granted from the lower school campus, moves up through the sports studios, and finishes at the athletics track – joining the school together.

The centre's facilities have all been designed and built to Sports England standards. The crowning glory is the multi-functional sports hall, which features a state-of-the-art sprung glass floor – the largest of its kind in the UK. It features an interactive, programmable LED line-marking system enabling various court and sports configurations to be activated at the push of a button. The ability to configure the space for the sport played rather than work with illegible over-lapping court lines dramatically improves performance within the space.

In addition to the sports hall, which also features a climbing wall at one end, the centre's other facilities include a dance studio, a strength conditioning suite, changing rooms, and a number of multi-use areas for group activities, meetings, and exhibitions.

Sustainability has been a key driver on the project. Both in the construction and in considering the whole-life cycle of the building in use, materials and methods have been chosen that are both low impact and assist in maintaining a low-carbon environment. A fabric-first design approach was adopted to ensure that the form and orientation of the building were fully optimized before any renewable technology was used. The timber construction of the roof reduces embodied carbon, but also contains 200m² of solar photovoltaic panels to provide a renewable energy source.

A comfortable, low-energy environment is maintained by the use of various techniques. The combination of natural ventilation terminals and air source heat pumps to power under-floor

heating provides efficient regulation for the main hall and atrium. The carefully chosen materials, such as opaque insulated light walls allow natural light to be diffused without problems of glare or over-heating. The roof also plays an additional role in low-energy maintenance with its efficient form providing large shaded overhangs.

Virtual Reality was an important tool in both the design and as a way to foster engagement throughout the project. The use of VR enabled a close collaboration between the client and the design team, refining key details and creating the ability for stakeholders to engage with the design and visualize the implications of certain design choices or layouts. Creating a virtual environment where stakeholders could explore the building sped up the decision-making process because members of the client team who were non-specialists could quickly and intuitively interact with the design to engage with issues that might be missed on plans or drawings. The use of VR was also important in engaging wider staff groups, and enabled the college to showcase the project, which was vital in gaining wider community support and funding.

With its flexibility, management of design, and adaptability to digital working, the JCT Design and Build Contract (DB) was the clear choice for this project. The VR design phase and collaboration between design team and client delivers a clear vision, enabling the project team to effectively manage the design requirements for the construction phase, which is well encapsulated by the use of DB. The pupils and community of St George's College have an inspiring building which fosters health and wellbeing not only as its core purpose but also in its low impact, sustainable design and construction.

PROJECT INFORMATION

START

December 2017

COMPLETION

October 2019

COST

£15m

CONTRACT

JCT Design and Build Contract

GROSS INTERNAL FLOOR AREA

4,200m²

CLIENT

St George's College, Weybridge

ARCHITECT

Scott Brownrigg

MAIN CONTRACTOR

Blenheim House Construction

QUANTITY SURVEYOR AND PROJECT MANAGER

Madlins

STRUCTURAL ENGINEER

DOA Consulting Structural Engineers

M&E CONSULTANT

Desco

LANDSCAPE CONSULTANT

Place Design & Planning

ACOUSTIC CONSULTANT

Hann Tucker

APPROVED BUILDING INSPECTOR

Butler & Young

CAD SOFTWARE

Renit, Landscape, Dynamo

ENVIRONMENTAL DATA

ANNUAL CO₂ EMISSIONS

33.8kg/m²

ON-SITE ENERGY GENERATION

32kW peak PV system

AIRTIGHTNESS AT 50PA

3m³/h.m²

OVERALL AREA-WEIGHTED U-VALUE

Average 0.35W/m²k

DESIGN LIFE

25-year services, 50-year structure

EMBODIES/WHOLE-LIFE CARBON

33.8kgCO₂eq/m²

MIGHT BUILDING PERFORMANCE BECOME CONTRACTUAL?

Chair's Letter



Richard Saxon CBE

At present, building contracts are designed to manage the completion of a capital project on budget, on time and without defects, dealing with failures should they arise. The new situation, driven by concern for climate change and for occupant safety, is that buildings must also perform as promised, over time.

The reality today is that buildings are designed only to meet capital budgets, with little concern shown for the lifecycle costs which usually exceed capital costs. They are also designed to meet regulations or aspirations for energy performance but usually fail to deliver. There is little comeback about these failures as they are not clearly perceived, nor is it the responsibility of building managers who are unlikely to have been involved in the capital project.

That lack of concern is going away, however. Whole-life cost and carbon emissions are rising up the list of client priorities for good environmental, social and governance policies, often shortened to ESG. This is an update of the concept of Corporate Social Responsibility (CRS) but one made more urgent by the climate emergency. If we are to approach the targets of eliminating carbon emissions by mid-century, we are encouraged to try to design buildings due to open in 2030 to have net-zero emissions. Retrofitting the existing stock will take the rest of the period. For a building to achieve net-zero in 2030 it will need to be designed in 2025. New methods and regulations are evolving, but might there also be contractual requirements?

Net-zero is now becoming definable. A new study by the London Energy Transformation Initiative (LETI), a volunteer group of designers from top firms, has produced an invaluable document: the LETI Climate Emergency Design Guide (www.leti.london). They look at the potential for the UK to produce carbon-free electricity and at the scope to achieve low energy use in all-electric buildings. This top-down and bottom-up study of the possibilities reveals how much zero-carbon energy can be spent by typical building types so that operating buildings becomes net-zero.

The UK is doing well in de-carbonising the National Grid, but as demand broadens to include building heating and electric cars, so energy budgets for future buildings look tight. LETI suggest that housing should not consume more than 35 kwh/m² annually,

with offices at 55kwh/m² and schools at 65 kwh/m², to include their plug loads, not just the current regulated component. These numbers are tough but possible, given a series of design measures, plus the ability to store power so that peak demand can be flattened. Very good insulation and airtightness, good natural light with summer shading and a variety of good controls are needed. The report is full of ideas and options, though it shows how difficult its going to be to also cut embodied carbon in making and maintaining the building itself.

To tackle these operational targets the current 'performance gap' must be closed. Buildings today typically fail to deliver expected performance due to a series of failures: design simulations are not as good as they could be; performance gets lost as value engineering seeks to hit the capital budget; workmanship often fails to deliver air tightness or to eliminate cold bridges; building operators often fail to understand how to run the facility. The LETI Guide maps out the many factors. The result is cost pushed from capital to operating budgets and carbon emissions many times the expected level. The facts of this are hidden because nobody publishes them.

Future good policy is going to involve joined up responsibility for building performance for a period after handover. It's also going to involve publishing data on performance, to see what benchmarks matter and to put pressure on clients with purported ESG policies to walk the talk. Australia has already achieved a lot with its published NABERS statistics, driving up performance very strongly. (see JCT News, April 2019)

And inevitably these requirements are going to be put into contracts, broadening the list of outputs that are demanded and assessing penalties for failure. The idea of building completion will evolve too, moving into the in-use period to prove performance before the final reckoning. Business models that provide Space as a Service may prove attractive, keeping responsibility with the owner. Integrated digital design and building management, the so-called Digital Twin, will be one of the powerful new tools to increase performance and certainty and to provide feedback for better design next time.

The next five years will be very interesting.



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ARE MILESTONE PAYMENTS AN ADEQUATE PAYMENT MECHANISM IN CONSTRUCTION CONTRACTS?

MARTIN EWEN – FENWICK ELLIOTT

In the recent case of *Bennett (Construction) Limited v CIMC MBS Limited* (formerly Verbus Systems Limited)⁽¹⁾ Court of Appeal considered whether milestone payments in a construction contract constituted an adequate mechanism for payment in terms of the Housing Grants, Construction and Regeneration Act 1996, as amended (“the Act”). Martin Ewen explains more.

Facts

Bennett contracted to Verbus the design, supply and installation of 78 prefabricated modular bedroom units for a new hotel in London. The units were to be made in China and then shipped to Southampton. The contract price was just over £2 million. The contractual terms incorporated the standard form JCT contract. However, the standard JCT provisions for interim payments were deleted in their entirety and replaced by five bespoke “Milestone” provisions:

Milestone 1: 20% deposit payable on execution of contract;

Milestone 2: 30% on sign-off of prototype room in China;

Milestone 3: 30% on sign-off of all snagging items in China;

Milestone 4: 10% on sign-off of units in Southampton;

Milestone 5: 10% on completion of installation and any snagging.

Importantly, the contract did not contain a specific definition of the term “sign-off”.

Verbus produced a prototype of the unit in China but Bennett said it did not comply with the contract. Despite that dispute, Verbus went on to produce the 78 bedroom units in China. Before they left the factory, there was also a dispute as to whether or not these units complied with the contract. Bennett alleged that there were numerous defects. In consequence, there was no actual sign-off of either the prototype or the units themselves, nor any agreement that the prototype or the units had ever reached a stage of completion in which they could have been signed off. In the end, the whole contract came to an end following the liquidation of the developer and the units were scrapped.

Adjudication

A dispute as to payment arose. Bennett refused to pay for the units and relied on the lack of “sign-off”, whereas Verbus complained that the “sign-off” requirement did not comply with the requirements of the Act. The decision in the adjudication went in Bennett’s favour.

First-instance decision

Verbus continued to complain that the Milestones, or at least Milestones 2, 3 and 4, did not comply with the requirements of the Act. The Court agreed with that proposition in respect of Milestones 2 and 3, although not of Milestone 4. The Court concluded that it was impossible to alter just Milestones 2 and 3 and that “for reasons of workability and coherence the only approach on the facts was to incorporate Paragraphs 2, 4

and 5 of Part II of the Scheme for Construction Contracts to supplant Milestones 2 to 5 as a whole”.

The commercial effect of the Court’s conclusions was stark. Prior to the proceedings the principal dispute was whether or not the prototype units had been completed, in a condition in which they could have been signed off as complete. Verbus said they had while Bennett said they had not. On Bennett’s case, until that was resolved Verbus was not entitled to payment of Milestones 2, 3 or 4 (or part thereof). However, following the Court’s decision Verbus became entitled to interim payments by reference to the value of the work which they had carried out. Verbus became entitled to payment, regardless of whether or not the prototype or the units themselves had reached a stage of completion at which they could have been signed off.

Bennett appealed against both elements of the judge’s conclusions.

Appeal

The Court of Appeal said that two particular issues arose. The first was whether a payment regime requiring payment of a percentage of the contract sum on “sign-off” of a particular stage of the works complies with the Act; the second, if it does not, concerns the mechanism by which the Act (and the Scheme for Construction Contracts, which it introduced) is incorporated into the contract in order to “save” the bargain which the parties made.

Issue 1

Did Milestones 2 and 3 comply with the act?

Section 110 of the Act requires every construction contract to contain “an adequate mechanism for determining what payments become due under the contract and when”. Verbus contended (and the Court at first instance agreed) that the “sign-off” requirement envisaged an actual signing off of the works, and that due payment could be circumvented by a deliberate decision not to sign off or prevent others from signing off the prototype or the units. Verbus also argued that the contract offered no clear criteria for sign-off, because it envisaged the involvement of third parties with no status under the contract at all. For these principal reasons, they contended that Milestones 2 and 3 did not comply with the Act.

Bennett contended that “sign-off,” meant simply the date on which completion of the identified stage of the work (the prototype for Milestone 2 and the units from China for Milestone 3) was achieved (and so was capable of being “signed off”). Bennett argued that the trigger for payment was when the relevant work was completed in accordance with the contractual requirements. Bennett said that Milestones 2 and 3 complied with the Act.

Verbus did not, rightly in the Court’s view, challenge Milestones 1 to 5 on the basis of section 109. This is because the contract complied with section 109. Verbus’ challenge relied on section 110(1)(a), on the basis that there was no adequate mechanism

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for determining what payments became due and when. Verbus accepted that there was no difficulty about the amount of each instalment: that was each of Milestones 1–5, expressed as a percentage of the contract sum.

Issue 1 raised primarily a question of interpretation. Did the reference to “sign-off” in Milestones 2 and 3 mean the prototype and units being complete, in a condition in which they could be signed off, or did it mean the date on which they were actually signed off, thereby allowing Bennett to refuse to sign off the prototype or the units and deprive Verbus of payment? Was it a generic reference to the satisfactory completion of a particular stage, to be assessed objectively (“the objective interpretation”), or was it a reference to the date on which the sign-off actually occurred (“the subjective interpretation”)?

The Court found that *“it was plain, taking the contract as a whole, that the parties intended that, on completion of the relevant stage, the Milestone would be paid”*. In other words, the objective interpretation was favoured. The Court noted that there was nothing in the contract that sought to tie in sign-off to the production of a certificate or record of any sort. Further, it noted that if actual sign-off was required, the contract would have said so.

The Court went on to say that even if it was wrong and the contract envisaged actual completion or certification of a signed off document, it would not alter the Court’s view as to the adequacy of the payment mechanism. If a unit was in a state where it could be signed off, Bennett could not avoid liability to pay simply because the document had not actually been signed off.

Accordingly, the Court could find no difficulties with the use of the word “sign-off” in Milestones 2 and 3. It denoted, in the Court’s view, the objective state the prototype and then the units had to reach before the payment was due. It did not require actual signing-off. Even if it did, that could not affect Verbus’ entitlement to be paid because, if the prototype or the units were in a state in which they were capable of sign-off, Verbus were entitled to be paid, and a failure to sign off the relevant documentation would not be a defence to Bennett.

The Court held that the Court at first instance was wrong to find that the contract did not contain an adequate payment mechanism for determining what payments became due under the contract, and when. The contract contained an adequate payment mechanism in accordance with section 110 of the Scheme. Accordingly, the Court allowed the first ground of appeal.

Issue 2

If Milestones 2 and 3 did not comply with the act, what was the correct mechanism of replacement?

While the appeal was allowed, because of its wider importance for the construction industry, the Court went on to consider what the correct payment mechanism would have been if Milestones 2 and 3 did not comply with the Act in terms of being an adequate payment mechanism.

Section 110(3) of the Act states that *“if or to the extent that a*

contract does not contain” adequate mechanisms for payment, “the relevant provisions of the Scheme for Construction Contracts apply”. These provisions can be found in Part II of the Scheme. This means that a piecemeal incorporation of these provisions is permitted. Therefore, where payment provisions do not comply with sections 109 or 110 of the Act, Part II of the Scheme applies, but only to the extent that such implication is necessary to achieve what is required by the Act.

The Court said that Part II of the Scheme was *“badly drafted”* but nonetheless it was possible *“to pilot a course through it in order to achieve a common sense result that, when applied to this case, does no significant violence to the parties’ original agreement”*.

The Court considered Milestone payments 2 and 3 to be based on completion of a particular stage of the works. Upon review of the relevant paragraphs in Part II, paragraph 7 (*“Any other payment under a construction contract shall become due on (a) the expiry of 7 days following the completion of the work to which the payment relates ...”*) was deemed the only paragraph that could relate to Milestones 2 and 3. On that basis, if the payment mechanism is inadequate because there was no agreement as to timetable for payment, such a timetable is provided by paragraph 7 (7 days after completion).

Payment of Milestone 2 would be due 7 days after completion of the prototype, and payment of Milestone 3 would be due within 7 days of completion of the units. The Court was of the view that this also resolved any concern about the sign-off provision because it provides for payment after the completion of the relevant work.

Comment

Where standard payment terms, such as those in the JCT standard form, are replaced by bespoke amendments as to stage/milestone payments, it is imperative to ensure that they are properly drafted. When using stage/milestone payments, it is important to define the exact requirements of each stage. Vague, undefined terms such as “sign-off” should be avoided. Ensure that payment provisions comply with the Act.

Only in very rare circumstances will the payment provisions in Part II of the Scheme replace contractual provisions as to payment in their entirety. The courts will strive to make the original contract work, with terms of the Scheme implied only to the extent necessary to make the payment provisions achieve what is required by the Act. As the Court of Appeal noted in this case, this is not a straightforward task and there is little legal authority on the point. Properly drafted payment provisions will help avoid the need to resort to the Scheme to imply terms. It will also avoid potentially costly disputes.

For further information on this topic please contact Simon Tolson, Jeremy Glover or Martin Ewen at Fenwick Elliott Solicitors by telephone (+44 20 7421 1986) or email (stolson@fenwickelliott.com, jglover@fenwickelliott.com or mewen@fenwickelliott.com). The Fenwick Elliott Solicitors website can be accessed at www.fenwickelliott.com.

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Endnotes

⁽¹⁾ [2019] EWCA Civ 1515.



CONTRACTING FOR OFFSITE CONSTRUCTION

PETER HIBBERD



Peter Hibberd

Offsite construction of buildings is the future but then it has been for over 70 years. It has provided a solution to a problem ever since the first major offsite construction programme involving prefabricated public housing following the 1944 Housing Act. Thereafter, many different types of offsite production, especially for public housing, were developed. Offsite construction is not new or modern, it simply experiences continuous refinement and recurring times of high importance.

To manufacture, design, fabricate, and assemble building elements at a location other than where they are finally installed as a building is what is generally understood to mean offsite construction. Its earnest yet intermittent discussion is driven by the belief that its use will improve productivity and predictability, reduce time for delivery and provide better quality control. This long held belief is currently augmented by the availability of BIM and highly developed automation. Furthermore, that it overcomes certain current skills shortage and provides better working conditions for a larger part of a building's construction.

So, if all such benefits are deliverable what is stopping the greater adoption of offsite manufacture. After all, the government's Construction 2025 Strategy with its reference to Smart Construction and offsite manufacture is a driver. But even that publication was seven years ago and yet still there is a call for more offsite work. So, what is the problem?

The barriers to its adoption are disparate and frequently cited to include past experience, prejudice, unsuitability for particular types of work, vested interest in existing processes, being unconvinced on cost benefits because of a lack of compelling evidence, the nature of construction procurement restricts collaboration within the supply chain and the latter reorganisation involves significant funding, and contractual arrangements preclude its use.

Notwithstanding whether offsite construction delivers the benefits referred to, each of the barriers identified needs to be addressed if the objective of increasing the amount of offsite construction is to be achieved.

Offsite manufacture affects procurement, but how it does so is dependent upon the nature of that manufacture. At one extreme the whole of the building is manufactured and assembled offsite and transported for installation on the building site. At the other extreme it is little more than traditional construction with the removal of the wet trades: that

is all materials are manufactured offsite, with some assembled before being taken to the building site for installation. However, as with many things the reality is often somewhere between e.g. forms of system building, standardised components. In any event, there are groundworks, service connections and drainage work etc. that need to be carried out regardless of the amount of offsite manufacture.

The nature of offsite manufacture chosen is determined by many factors, even just the need to try something different; but whatever one does the client's designer should from the outset work in collaboration with component and system manufacturers. This is necessary to ensure feasibility of what is sought and the necessary coordination between the components and their installation on site.

The precise definition of offsite construction directly determines the nature and extent of barriers to its adoption. There is no denying that some of the barriers are problematic but those relating to procurement restricting collaboration within the supply chain and that existing contractual arrangements preclude its use are not.

That is because those two barriers are perceived rather than real, firstly, the nature of construction procurement does not restrict collaboration because procurement is already multifaceted – it is not just one approach and its many approaches involve significant degrees of collaboration. Secondly, the view that existing contractual arrangements preclude the use of offsite construction is far off the mark.

The industry has for many years had a range of offsite production solutions which procurement has accommodated and where standard form contracts such as JCT have been used accordingly. For example, the JCT Constructing Excellence Contract (CE) and the JCT Framework Agreement encourage and provide for extensive collaboration. Also, other JCT contracts contain collaborative working provisions which should not be overlooked in what is the wide spectrum of construction procurement for offsite production.

The view that existing contractual arrangements preclude the use of offsite manufacture is certainly misleading and, at worst, wrong. For as Robert Shaw of Lavan stated 'The form of building contracts used for traditional construction will be suitable for modular construction subject to some modification.'. His suggestion that

even traditional contracts can meet the needs of offsite manufacture is made because no doubt it is far better in such situations to use a known base rather than create a bespoke contract. However, JCT contracts go far beyond this approach.

Where building projects comprise of largely offsite manufacture the issues of quality control and payment for offsite materials are often purported to be specific problems. However, theoretically the problem is little different from that of small-scale offsite production. That is why JCT makes provision for these and other such issues in its standard form contracts. These contracts include, in addition to CE, the Design and Build Contract, Management Contract, Construction

Management Contract and Prime Cost Contract and are all available for use in conjunction with all forms of offsite manufacture: with or without the use of the Framework Agreement.

None of this is to say that construction cannot improve, it can. BIM and automation provide great opportunities to enhance construction quality and improve productivity, but we should not be blinded into believing that any specific form of offsite manufacture, is the silver bullet. As Paulo Coelho said, "It's one thing to feel that you are on the right path, but it's another to think that yours is the only path". JCT offers a range of paths to meet the various demands for offsite manufacture.

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

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Setting the standard for construction contracts



THOMSON REUTERS

JCT INTERVIEWS...



CARYS ROWLANDS

Head of Professional Standards, RIBA

Member, JCT Council, RIBA
Representative

Alternate, JCT Board

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.

Carys Rowlands is Head of Professional Standards at the RIBA. Carys' work for the RIBA involves professional conduct issues, dispute resolution services, specialist accreditation, ethics in architectural practice and equality, diversity & inclusion. Carys has written publications in collaboration with the UN Global Compact titled 'The UN Sustainable Development Goals in Practice' and 'Ethics in Architectural Practice'. Carys also works to raise the standards of professional conduct expected of RIBA members and the architecture profession more broadly and has worked closely with other professional bodies and the Gangmasters and Labour Abuse Authority to tackle modern slavery in construction.

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

CR: When I took on my role at the RIBA a little over three years ago, I took on responsibility for sitting on the JCT Council from my predecessor. It was one of the first formal commitments I was contacted about. From my work on

professional conduct matters and my role in overseeing the RIBA's dispute resolution services, I know how critical it is for the construction industry to ensure they are consistently using written forms of appointment and building contracts. JCT is a major and quality player in the standard form contract market and I think it is important to have a broad range of people and expertise involved in drafting, reviewing and scrutinising those contracts to make them as good and balanced as they can be for the construction industry.

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

CR: I sit on JCT Council within the Consultants' College. I am also an alternate on the JCT Board, so am involved in strategic decisions, representing the RIBA and the interests of its membership on the one side, and am occasionally called in as an alternate on the Board, where more operational decisions are made.

JCT: Do you have any personal career highlights?

CR: During my time at the RIBA I have had a couple of career highlights: one was being the staff lead for the Ethics and Sustainable Development Commission – researching ethics and sustainable development with a group of experts to make recommendations for the future of the profession; the other was overhauling the

RIBA Code of Professional Conduct and Code of Practice – carefully and holistically raising standards within the profession, as well as providing guidance and information to support architects in practice. The revision of the Codes also provided the opportunity to really emphasise and embed the importance of using written contracts on all projects, making it a requirement for all RIBA members and Chartered Practices.

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

CR: The answer to these questions is the same – ethics and sustainable development. I am really proud of how far the construction industry has come in the last 10 years or so – from the modern slavery charter to supply chain mapping to net zero carbon by 2030 – the industry seems to be waking up to its impact and its responsibilities. Having said that, much more still needs to be done as we begin the ‘decade of action’ for the United Nations Sustainable Development Goals.

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

CR: Over the next five years there are several challenges for the industry – making serious progress towards net zero carbon targets, embedding health and life safety competencies in the wake of the Grenfell tragedy, tackling modern slavery in construction, and adapting post-Brexit (whatever that may mean in terms of skilled labour, materials and laws/regulations).

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

CR: The JCT has a strong reputation and, as one of the major producers of contracts, it has an important role to play. The construction industry often suffers from lots of organisations and groups expanding their remits and duplicating the work of others. There is real value in organisations who are dedicated to a particular function or role and who make it their focus to do it really well. I think JCT is one of those organisations – it has a diverse remit in the realm of construction contracts and the value of providing quality contracts for the industry should not be underestimated or diluted.

Learn from the JCT experts




New dates coming in the autumn

JCT Training will be resuming in the autumn. Make sure you are signed up to the JCT Network (corporate.jctltd.co.uk/jct-network) to keep informed.

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