

THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

ORIEL PLAS GLYN-Y-WEDDW CAFÉ

The café at the gallery and performing arts venue Oriel Plas Glyn-y-Weddw, on the north Wales coast, takes inspiration from the local marine wildlife and the spirit of scientific discovery and exploration during the time of the Victorian building's original construction. Attracting local residents and visitors alike, the café was built on a JCT Intermediate Building Contract with Contractor's Design.

Oriel Plas Glyn-y-Weddw's new café replaces a replica conservatory originally built in the 1980s. Its limited capacity and poor environmental performance led to a rethink, and a radical new design, conceived with help of a local artist, provides the gallery with a vibrant social enterprise and an important resource for the local community. It is a modern addition to the rest of the Victorian façade, but one that nonetheless reflects the spirit of the Centre's commitment to local arts, culture, and reflecting its surroundings.

Oriel Plas Glyn-y-Weddw – a brief history

- An independent arts centre, the oldest gallery in • Wales. The Grade II* Listed mansion was built in 1856-57 for Lady Elizabeth Love Jones-Parry as a Dower House and to display her extensive collection of artwork.
- The original building was designed by architect Henry Kennedv.
- Cardiff businessman Solomon Andrews bought the house in 1896, turning it into a public gallery.
- The gallery was closed during the Second World War • and subsequently went into disrepair. In the 1970s local artist Gwyneth ap Tomos and her husband Dafydd acquired the house and re-opened the gallery in 1984, which evolved into the current charitable trust in the 1990s.
- Today, the Centre has multiple roles: an art gallery •

Changing Our

Industry: Three

Horizons, Four

Richard Saxon CBE

Capitals



Oriel Plas Glyn-y-Weddw Café, Llyn Peninsula, Wales

© Gareth Jenkins

exhibiting the work of contemporary Welsh artists, a museum, and performing arts venue.

The initial designs for the new café were developed by artist Matthew Sanderson. Sanderson's research into the societal, architectural, and scientific trends of the period that the original mansion was built, was a key influence for the project.

Contracting For

Peter Hibberd

Modern Methods Of

Construction (MMC)

In particular, the themes of scientific fascination, exploration, collecting, and their interpretation into the decorative arts came to the fore. Charles Darwin's 'On the Origin of Species' was published just two years after the original mansion was built, and his contemporary, Ernst Haeckel, marine biologist and artist, was discovering and illustrating thousands of new species.

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JCT Interviews... **Charlie Saunders**

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

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JCT Announces

Next Edition Of

At Parliamentary

Reception

Contracts, 'JCT 2024'.



JCT: The Next

Michael Bennett and Amber Wright

Evolution

Shoosmiths





The historical influence was combined with the marine life found today in the local area. The southeast facing Llanbedrog Bay is part of a special area of conservation and host to many species unique to the area. The sea urchin specifically was one such creature who inspired the café's 11m-wide self-supporting structure. Sanderson worked in collaboration with Mark Wray Architects, who are experienced in working with listed and historic buildings, and consulting engineers FOLD to develop the design and delivery of the project.

The outer shell is the most dramatic element of the pavilion's exterior. A colony of 89,000 'acorn barnacles' - individually punched and pressed components - are welded to the subframe to create a highly polished and textured finish. The surface created scatters natural light and helps to minimize solar gain. The material used recycled marine-grade 316 stainless steel - is also resistant to the chemical and physical weathering that would be encountered in a coastal setting.

Inside, natural light is dispersed throughout via a central oculus in the ceiling, which also opens to assist in passive ventilation during warmer weather. From this central point, 12 sculptured beams fan out to meet equivalent columns. These are connected via four-pointed arches that subtly reflect the gothic style of mansion

house. The thermal envelope that sits between the shell and structure is a combination of faceted SIP panels that follow the curve of the roof. They are finished internally with acoustic plaster. Between each arch, discreet frameless glazing provides portal views of the surrounding coast and woodland.

A light touch is employed where the café interacts with the existing fabric. A linear circulation route has been created between the new facility and the main house. The centre point of the café's seating area is aligned with an existing cusped arch doorway which leads to the gallery spaces. The development of the café also provided the opportunity to upgrade some of the centre's other facilities. New WCs within the mansion building are accessed via the café through an open colonnade to the rear. This enables flexible and fully accessible use of the whole centre.

Themes of combining history with modern techniques and creative approaches are found in many projects using JCT contracts. In similar vein, the history of JCT contracts provides the level of precedence and stability that a project requires of a contract, but it's continuing evolution and contribution from all area of the industry enables projects embracing a modern approach to rely on JCT contracts with confidence.

STABLES YARD, PF			
START ON SITE:	OCTOBER 2020	MAIN CONTRACTOR:	HENRY JONES BUILDERS
COMPLETION DATE:	OCTOBER 2022		CONSTRUCTION (PHASE 2)
GROSS INTERNAL FLOOR AREA: 240M ²		STRUCTURAL ENGINEER:	FOLD ENGINEERING
CONTRACT:	JCT INTERMEDIATE BUILDING CONTRACT	M&E CONSULTANT:	KGA (UP TO STAGE 4)
	WITH CONTRACTOR'S DESIGN	QS/CDM CO-ORDINATOR:	ADEILADOL CYF
		KITCHEN DESIGN:	CHRIS CHOWN
CONSTRUCTION COST:	£1 MILLION	APPROVED BUILDING	
ARTIST:	MATTHEW SANDERSON	INSPECTOR:	QUADRANT BUILDING
ARCHITECT:	MARK WRAY ARCHITECTS		CONTROL
CLIENT:	TRUSTEES OF ORIEL PLAS	CAD SOFTWARE:	VECTORWORKS



JCT: THE NEXT EVOLUTION

MICHAEL BENNETT AND AMBER WRIGHT - SHOOSMITHS

At a recent event, Karen Kirkham (chair of JCT) and Sean Smylie (vice chair of the JCT) outlined the eagerly anticipated changes to the JCT Suite of contracts. Speaking to members of the SCL in Birmingham on 28 February 2023, it was confirmed that the next edition is likely to be called JCT 2024 and is anticipated to be issued in the early part of next year. The final decision on the release date will be determined by when the secondary legislation necessary to implement many of the provisions of the Building Safety Act 2022 has been published. This secondary legislation is largely expected to be finalised by October 2023 and the JCT want to ensure the new suite reflects this new legislation.

What changes can we expect?

- Modernising and streamlining: changes will include the long overdue adoption of gender-neutral language, provision for execution by electronic signature and the facility for notices to be sent electronically.
- Fluctuation provisions: Price uncertainty is set to continue in 2023 and the JCT has launched a new <u>fluctuations hub</u> to offer guidance on its Fluctuation Options and also plans to move the fluctuation provisions to an online document to increase prominence and accessibility. Currently, fluctuation Options B & C are available online while Option A features in the JCT contracts.
- Extensions of Time: There will be new relevant events to cover epidemics, updates to how 'statutory powers' are dealt with and 'Statutory Undertakers' will be redefined to 'Statutory Providers'. In addition, the period of time for the Employer to assess an interim extension of time will be reduced from 12 weeks to 8 weeks from receipt of the Contractor's particulars. The relevant event dealing with antiquities will be extended to deal with UXB's, contamination and asbestos.
- Loss and expense: The Contract Particulars will provide for parties to include optional additional grounds for the contractor to claim loss and expense. These include epidemics and the exercise of statutory powers by the UK Government which directly affects the works. The relevant matter dealing with antiquities will be extended to deal with UXB's, contamination and asbestos.
- Liquidated damages: The JCT is also making amendments to reflect the Supreme Court's decision in <u>Triple Point Technology Inc (Respondent) v PTT Public</u> <u>Company Ltd (Appellant) (2021)</u>. The decision restores the orthodox position that liquidated damages clauses apply up to termination of a contract, but not thereafter. Clear wording must be used if parties want to agree a different

approach. The planned updates to the JCT will provide that where works are not complete at termination, LDs can be levied up to termination and only general damages for delay can be claimed thereafter.

- Resolving disputes, arbitration and adjudication: Parties will be able to choose a nominating body or appointer of their choice, as opposed to the original short list. However, it is anticipated that the particulars will still include a list of bodies, as the AICA is being removed (due to it now being defunct). The notification and negotiation of disputes, set out at Supplemental Provision 10, will no longer be an optional provision. Subject to the parties right to refer a dispute to adjudication, this provision deals with the avoidance or early resolution of disputes or differences by requiring each party to promptly notify the other of a matter that is likely to give rise to a dispute or difference. It also requires senior executives to meet "as soon as practicable, for direct, good faith negotiations to resolve the matter".
- Allocation of risk: There will be a new provision added to the contract to deal with unexploded ordnance, contaminated materials and asbestos.
- Legislative changes: There will be updates to reflect recent legislation including the Building Safety Act and its secondary legislation (once this has been finalised) and the two new insolvency grounds that were introduced under the Corporate Insolvency and Governance Act 2020 will be added.
- **Construction Act:** There will be revisions to termination accounting provisions to reflect the requirements of the Construction Act, in particular a due date for the final payment after termination will be added.
- Future proofing: The contract has been drafted with consideration to the Construction Playbook, sustainable development, collaborative working and environmental considerations.

In addition, a new set of contracts will be added to the suite. The Target Cost Contract, the Target Cost Sub-Contract and the Target Cost guide will be published alongside the updated suite.

While the final amendments are not public as yet, the above is understood to be a good guide for the changes that are being implemented. It will be of particular interest to see how the JCT 2024 tackles the potential contractual risks that may arise following the implementation of the new regulatory regime for higher-risk buildings under Part 3 of the Building Safety Act 2022. For now however we will have to wait expectantly for the JCT launch event and the reveal of the full terms.



CHANGING OUR INDUSTRY: THREE HORIZONS, FOUR CAPITALS

RICHARD SAXON CBE

"How very little, since things were made, has anything altered in the building trade". Rudyard Kipling.



A generation has passed since the excitement of the 1990s as first Latham and then Egan called for radical change in the construction industry. Initiatives seemed to pour out of both government and the industry, yet here we are in 2023 with an industry which seems much the same, racked by cost pressures, defensive, risky, unsustainable and unattractive to the workforce that it needs. We seem to live in Groundhog Day, repeating the traditional process with scratch teams, collaborating weakly and producing poor results.

Yet all is not the same. There has been steady change and some real progress towards an industry that knows why it exists and delivers desired outcomes for society and its clients. Bill Gates said that we usually overestimate what can be done in five years but underestimate what can be achieved in ten years. This article takes a long view, using the International Futures Forum concept of Three Horizons.

The Three Horizons idea posits that change can be mapped in three time periods. Horizon One is the present and recent past, showing how things were or still are. Horizon Three is the desired future state. Horizon Two is the transitional period where initiatives to move from One to Three are in progress. Figure 1 (see below) shows how the time periods and their contents shift, with present characteristics fading as change happens. Initiatives in Horizon Two rise up to effect change, then fall back as the Horizon Three outcomes become established. The hoped-for future gradually arrives. Not all the initiatives will succeed, and the desired future will be diverse in different sectors, but the broad shifts can reveal a new landscape.

This analytical tool can become specific to our industry by populating it with the story of our struggle to improve. A very good way to do this is to apply criteria from the Value Toolkit, one of the many initiatives that have arisen. The Toolkit emerged from the Construction Innovation Hub in 2020 and has now developed into a nascent Code of Practice, 'BSI Flex 390: Built Environment value-based decision-making'. The Toolkit introduces four categories of value based on the idea of different forms of capital formation. Whereas traditionally we have judged project viability purely on economic criteria, with all other factors treated as externalities, the Four Capitals basis gives similar standing to Produced, Natural, Human and Social Capital. Produced Capital is the Toolkit term for economic value



SWEET & MAXWELL



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Four Capitals: Three Horizons (Figure 2)	Horizon 1: the present	Horizon 2: transition	Horizon 3: the future
Produced Capital	Focus on capital spend and value. 'Product' mindset and business models Short termism: silo mentality Write-off after investment cycle Landlord and Tenant Act basis Housing supply prioritises sale	Whole-life costing; Systems thinking Digitalisation: BIM, CAFM, Digital Twin, Blockchain, Smart buildings; Internet of Things Servitisation; Build to Rent Get It Right Initiative	Outcome-based approach; long termism 'Service' mindset and business models 'Cyberphysical' assets Automated and optimised operation Housing supply prioritises responsible rental Circular economy, no waste
Natural Capital	Impacts on the natural environment regarded as externalities Some regulation to comply with Services from the natural environment not valued	ESG Culture in investors. Net Zero Carbon policies (led by LETI) Performance based design (NABERS) Fabric first; Refurb first SUDS approach to drainage Active building (energy generating) Biophilic design;	Regenerative built environment Net-positive operating carbon Low embodied carbon Minimal new resource use; circular economy Nature-based solutions
Human Capital	Subcontracted human resources Minimal training; poor diversity Inadequate and precarious incomes Basic site safety; little health concern Unattractive work sector Artificial indoor environment for occupiers Non-diverse workforce	Modern slavery ban; EDI push Investment in skills, green and tech Concern for mental health and wellness Push for higher productivity and wages Robots as partners Offsite production	Health-oriented sites and buildings Access to nature Dangerous work done by robots Attractive work sector with good work-life balance; representative demographics IT, craft and green skills attract youth
Social capital	Transactional procurement, adversariality Risk dumping Social value as an externality On site work, remote from home Weak duty of care Exploitative supply chain relationships	Framework agreements; collaborative contracts; Construction Playbook Value Toolkit: '4 capitals' scoring Social Value Act DfMA: Project Bank Accounts Building Safety Bill; Golden Thread	Long-term alliances: IPD, IBA, P13 Platform MMC with stable factory jobs Socially equitable solutions Strong placemaking and community asset creation Strong duty of care

created. Natural Capital needs to be maintained and regenerated rather than degraded. Human and Social Capitals need to be built up to ensure that both individuals and society benefit from built environment interventions and the broad nature of the industry. Individual projects set their value criteria to suit the nature of the proposal, judging the emerging concept against all four values in a weighted way. The Treasury Green Book, the bible for public project evaluation, now aligns with the Four Capitals approach, with the word 'economic' now removed from the definition of Best Value.

We can produce a matrix of the three horizons and the four capitals of the Value Toolkit. Horizon One lists the critique of the present in each capital category. Horizon Two shows the initiatives in progress as we drive towards a better industry. From Net Zero carbon though the Building Safety Act to banning modern slavery and using digital and manufacturing methods, they all sit in one or another box of the matrix. Many of the initiatives reinforce each other. Some are alternatives, suited to part of the industry. Some may conflict. For example, the shortage of labour can be approached by making the work more attractive or by substituting robots for people. Both may have their place. Home ownership and build-to-rent both have their merits. My list of desirable futures in Horizon Three may not be yours. That does not matter but it is worth discussing. Different parts of the industry may seek their own destiny. New build may prosper with 'platform-thinking'. Or it may fade as refurbishment and circular economics avoid demolition. Paul Morrell, the first government Chief Construction Adviser, said in 2009 that the industry did not know what its purpose was, nor how it creates value. Since then, there has been much discussion on these topics and some insight has emerged as technology offers new potentials and outside factors change the rules. Our consciousness has been raised and scenario making can follow. Have a look at my version of the matrix (Figure 2 above). I'm sure you can add to it, but I hope that it enables you to judge the value of the many Horizon Two initiatives in moving us towards building a better human environment and a better way of looking after it.

Richard Saxon CBE is immediate past chair of JCT. He is Principal of Consultancy for the Built Environment, a client adviser, and a former chair of BDP. As chair of the Reading Construction Forum and its successor 'Be: collaborating for the built environment' he led reform efforts following the Latham and Egan Reviews and wrote their 2005 report 'Be Valuable'. <u>richard@saxoncbe.com</u>



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JCT ANNOUNCES NEXT EDITION OF CONTRACTS, 'JCT 2024', AT PARLIAMENTARY RECEPTION



JCT chair, Karen Kirkham, welcomes guests to the reception.

JCT announced that the next update to its suite of contracts will be the JCT 2024 Edition, at its annual Construction Industry Parliamentary Reception held at the House of Commons, on Friday, 16th June.

The reception was an opportunity for JCT's members and invited construction industry guests to gain an early insight into the core themes and main changes that will feature in JCT 2024, which is due to be published next year.

The current edition of JCT contracts, JCT 2016, is the most widely used standard form contract suite in the UK construction industry and was the first edition of JCT contracts to be available as part of an online service.

Digital working will continue to be a main feature of the JCT suite with JCT 2024, which will be published exclusively via JCT's Construct subscription service, as well as On Demand digital and traditional hardcopy.

The main features of JCT 2024 include updates and changes corresponding with the following workstreams:

- **Modernising and streamlining** including adoption of gender neutral language, and increased flexibility around the use of electronic notices.
- New for JCT 2024 the introduction of a new contract family, JCT Target Cost Contract (TCC), comprising main contract, sub-contract, and guide.

- Legislative changes major updates in relation to the Building Safety Act, Termination accounting and payment provisions reflecting the Construction Act, new insolvency grounds reflecting the Corporate Insolvency and Governance Act 2020.
- Future proofing including changes to reflect the objectives of the Construction Playbook, and the incorporation of previously optional supplemental provisions relating to Collaborative Working, and Sustainable Development and Environmental Considerations, into the main document.

Speaking at the event, JCT chair, Karen Kirkham, said:

"As JCT Chair, I am very excited at the prospect of the launch of the 2024 Edition which will not only update the forms but introduces a new form of contract in TCC.

"I know from conversations with our users that there is enormous appetite for our next Edition."

JCT is encouraging contract users and construction professionals to join the JCT Network ahead of the release of JCT 2024 in order to be kept informed with more details about the new edition and the main changes, which will be released in the coming months.

JCT Network members will also receive exclusive updates, and advance notifications of pre-orders and availability of new products. Visit corporate.jctltd.co.uk/jct-network/ for more information.

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CONTRACTING FOR MODERN METHODS OF CONSTRUCTION (MMC)

PETER HIBBERD

Views on MMC range from its adoption being the only proper solution for meeting building needs, to its being old hat, and only able to produce aesthetic mediocrity. Neither view is true; nor is it true that standard construction contracts per se are a barrier to adopting MMC.

Our understanding of MMC is often confused, despite the MHCLG Joint Industry Working Group's 2019 publication 'Modern Methods of Construction', which introduces its MMC definition framework. A definition that comprises seven categories and spans all types of pre-manufacturing, site-based materials, and processes, but restricts itself to housebuilding. MMC is about the rationalisation of production through the industrialisation of product manufacture, primarily, the offsite design and manufacture of construction components, but also onsite processes of building and assembly. It is not just concerned with a fully prefabricated design, and hence, it has relevance to all construction sectors.

Pre-manufacturing means ready-made at a place separate from its final position i.e., offsite. There is nothing novel about pre-manufacturing because in one form or another, it has been a part of the construction industry's procurement processes and contractual arrangements for a long time. The main question is to what extent offsite manufacture should take place. The object being to improve productivity.

Pre-manufacturing offers potential benefits, such as consistent quality, efficiency savings, and economies of scale but is it appropriate, or economic, for the construction work under consideration. The magnitude of pre-manufacturing is dependent upon the construction sector e.g., housing, industrial. That is because simplicity of assembly and aesthetics, and opportunities of scale are important determining factors. The uptake of premanufacturing is also dependent upon satisfactory solutions to factors such as, copyright of design, transfer of ownership of assembled parts, and overcoming simple prejudice. Most barriers are overcome if there is sufficient justification, but Legal & General's recent announcement of the closure of its factory for modular house construction, after just seven years, is indicative of the potential hazards.

Like pre-manufacturing, the other MMC defined categories of 'Traditional building product led site labour reduction / productivity improvements' and 'Site process led site labour reduction / productivity / assurance improvements' have something to offer. Each of the seven categories impacts upon design and production of the building, which affects the nature of procurement and may have consequences for contractual arrangements.

Certain commentators believe that standard construction contracts are not suitable for MMC and see them as a barrier. This is not so, because the MMC definition covers a wide range of activities. At one extreme, where the manufacture of a whole building structure takes place offsite, there may be a need for any contractual arrangement to take account of matters that standard form contracts may not ordinarily include. However, throughout the remainder of the spectrum i.e., the other six defined categories, there is much that still accords with well drafted standard form construction contracts, such as those prepared by the JCT.

Because MMC is concerned with offsite manufacturing. any contract should ideally deal with the risks of payment and transfer of the ownership of those items. MMC is about the method of incorporation of offsite manufactured components and systems into the whole construction works, not just the purchase of whole units, as may be appropriate for certain forms of housing. Contracts, such as, JCT Construction Management, with its Trade Contracts, and JCT Management Contract, with its Works Contracts and especially the respective Designed Portion, together with express provisions for payment for offsite materials and the use of offsite bonds make these contracts suitable for such work. These contracts specifically provide for 'Listed Items', which expressly refer to 'pre-fabricated items for inclusion in the works'. That provision includes important conditions governing payment of those offsite items, and which can deal with any matter of prefabrication.

The JCT Design and Build Contract also readily facilitates such work. This contract, like the Construction Management Trade Contract also provides for stage payments, advance payment, and an advance payment bond, of relevance to the manufacture of larger scale offsite components. There are also Contractor and Sub-Contractor Warranties to support these contracts. The use of such warranties is a matter of judgement, but they are particularly desirable in respect of the larger prefabricated components, where risk of failure has greater impact.

As the greatest benefit of embracing MMC flows from volume production it is appropriate to consider the use of the JCT Framework Agreement in conjunction with an underlying building contract. There is also a JCT Pre-Construction Services Agreement designed for use on substantial and complex projects and is particularly relevant where there is significant prefabrication. The value of a such agreements is that they enable a relationship where design creation through collaborative working can provide the appropriate emphasis on product development and importantly provide for risk assessment and allocation.

Clearly most work adopting MMC can use certain standard forms of contract, either as drafted or with limited amendment. Far better to use such forms of contract rather than produce a bespoke contract in the mistaken belief that one must.



Peter Hibberd



JCT INTERVIEWS... JCT YOUNG PROFESSIONALS GROUP – FOUNDER MEMBER LEADERS



In this series we find out more about some of the key people who give their time to support the JCT Young Professionals Group (JCT YPG). We will look at our interviewees' background and how they got into the industry, the importance of their contribution to JCT YPG specifically, and gain their views on JCT's wider role within the industry.

Charlie started his career as a quantity surveyor at Walter Lilly & Co. Ltd, a tier-1 contractor operating in the super prime residential market. He holds a degree in 'Quantity Surveying and Commercial Management' from the University of Westminster and is a chartered member of the RICS and CIOB. Charlie has since moved into consultancy, initially at CBRE and more recently at Emerson Bond Group Limited, where he specialises in funder due diligence and project monitoring.

JCT: Tell us a bit about your background. What is your current role, and why did you decide on a career in the construction industry?

With the rising cost of university, I was keen to further my education while pursuing a career, so I was drawn to the construction industry's wide range of training schemes. After completing my A-Levels, I started a quantity surveying apprenticeship, which enabled me to gain hands on



CHARLIE SAUNDERS

Associate, Emerson Bond

experience whilst studying a part-time QS degree at the University of Westminster.

I was employed as a trainee quantity surveyor at Walter Lilly & Co. Ltd, a tier-1 contractor who operated in the super prime residential market. Here I gained valuable onsite experience and commercial knowledge which led to my progression to project surveyor level. Having enjoyed a focus on the commercial aspects of construction, I decided I wanted to learn more about development, so I joined CBRE's Development Monitoring team. Here I offered development due diligence and monitoring services to funders and developers, as well as carrying out more traditional PQS duties.

More recently, I have joined a specialist project monitoring consultancy, Emerson Bond Group Limited, where I oversee a portfolio of developments for several funders and debt providers.

JCT: Charlie, how did you first come to be involved with JCT's Young Professionals Group? Why do you think it is important to be involved with the new focus group?

I have always been interested in meeting new people and expanding my professional network, so when I saw YPG advertised on the JCT website, I jumped at the opportunity to get involved. It's great to be able to



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JCTNEWS

meet, collaborate with and promote opportunities for future leaders in the industry.

Growing an enriching professional network has always been an important aspect of a professional career in construction but with the rise of flexible working, I think this is more important than ever. Flexible working arrangements may increase productivity and work life balance but can sometimes be detrimental to forming new working relationships.

Also, being a monitoring surveyor, I need to have an appreciation of the whole development and construction process, so it is especially important for me to liaise with professionals from different disciplines.

JCT: Can you tell us about any specific work you're currently doing that has any association to JCT and its contracts (e.g. any case studies/webinars/podcasts/ blogs/vlogs)?

Outside of work, I have been helping to shape the JCT's Young Professionals Group alongside the other founder member leaders. This has involved spreading the word to other young professionals, sourcing guest speakers and planning events. At work, I often help draft, administer and review JCT contracts, as most of the private sector developments we are involved with use JCT contracts.

JCT: Do you have any personal career highlights so far?

Gaining MRICS and CIOB accreditation were both major highlights so far. The assessment processes can be tough but the reward of becoming chartered was well worth it! I would encourage any young professionals in construction to start the process.

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

One of the things I'm most proud of about the industry is the diverse group of people that work together to deliver projects. When working in construction, you get to work with people from lots of different backgrounds, and I think that's what makes it so unique. Although, I do think that we have more work to do to make construction more accessible to minority talent.

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

Economic Drivers – The long-term outlook for construction output is relatively modest and inflation (although easing) is still expected to continue for the foreseeable future. The low output / high inflation environment could be a perfect storm for the industry, so we need to re-think how we manage projects to boost efficiency and to allocate risk fairly. This is strongly linked to how we draft and administer our contracts.

Adapting to new sustainable measures – The government and construction industry are taking action against climate change, which is positive news, however this will have a significant impact on the specifications of our new buildings. In 2022, we already saw updates to building regulations which housebuilders claimed added 17% to the cost of construction new houses, and future legislation is also expected to have a significant impact on the industry (e.g. Minimum Energy Performance of Buildings bill). I expect that our journey to net zero will pose a lot of challenges for investors, developers and contractors!

<u>Technology</u> – The industry has already adapted the way it manages information in recent years, with many parties becoming proficient with BIM. Further change is also expected over the next few years, as we start to test the waters with AI and robotics. With these advancements, there will be a requirement for a greater IT proficiency throughout the workforce and a need to change the way we work. This will be especially difficult for smaller companies, who may have to incur considerable software, training and recruiting costs.

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

The main contract connects the key stakeholders on a construction project and therefore JCT liaise with professionals from various disciplines in construction. With this in mind, I believe they are uniquely placed to promote communication between these professionals. Given this opportunity, I think the JCT have a wider role to play in connecting construction professionals and promoting discussion in the industry. Having an appreciation for other professionals' roles is paramount to project success, so I think we should all make an effort in this regard.



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