

JCTNEWS

THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

KINGS WALK ARCADE, WINCHESTER

The Kings Walk project is an upgrade and 'reactivation' of an outdated 1970s shopping arcade, located in central Winchester. With a range of new features, including a green courtyard area, improved lighting, and bold graphics, the scheme was delivered through a JCT Intermediate Building Contract.

The improvement to Kings Walk Arcade is the first part of a wider scheme of works under the Winchester Central Regeneration Programme. Kings Walk was suffering from a lack of footfall and an increase in antisocial behaviour, exacerbated by the COVID-19 pandemic. The appointed design team, Studio Multi, worked closely with the client, Winchester City Council, as well as the tenants of the independent shops, cafés, restaurants, creative agencies and a listed Victorian community theatre, The Nutshell, who were also adapting and growing their businesses post-COVID.

The project's aim was to address the physical external spaces and, as such, the works include a new secret garden in the courtyard area, the introduction of improved and consistent signage and wayfinding, replacing existing lighting with new low-energy lights, and adding new feature lights in key areas.

The upgrade has resulted in the more effective integration of the Nutshell with the rest of the Kings Walk Arcade and an improved appearance to the façade and entrance along Silver Hill, including the repainting of brickwork and replacement of doors to the rear entrances of shops.

The Nutshell courtyard and Silver Hill area have been given a makeover through the use of a



Silver Hill entrance to Kings Walk

© Andy Stagg

bold, ground-level graphic plus new signage, lighting and planting which visually ties the entire development together.

The design takes a creative and sensitive approach with its use of colour. In the areas of Kings Walk where there are existing busy visuals, neutral colours have been used to provide a uniform backdrop. In contrast, where the design team felt that more animation was required, such

as along Silver Hill, a new graphic motif has been employed.

Low-energy lighting has been incorporated, including illuminated readograph signs with slide-in letters to identify particular shops. The planting introduces a biodiversity element to a series of hard spaces which previously lacked any reference to nature. Planters have been designed to be easily redeployed in other parts of the arcade, if required.

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New signage in Kings Walk Arcade

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Graeme Todd, Corporate Property Manager, Winchester City Council

"Winchester City Council decided to use the JCT Intermediate Building Contract (IC) to deliver the Kings Walk upgrade as it is a well-recognised form of contract which both the Council and the contractor were familiar with and have used on many occasions.

"The IC form was used for this project as it was better suited to the scope of works for Kings Walk, not least because it involved working around a dozen different retail units and the Nutshell Theatre. The option of sectional completion – which allows parts of the project to be handed over in stages – was key to ensuring that the impact on the various retail businesses and the theatre was minimised while the works took place.

"Although as a local authority we use other forms of contract, the JCT IC has generally been our preferred contract for this type of project. For Kings Walk, we used the contract in its standard form; we made no amendments and did not need to add any client clauses.

"For the initial design component, the various consultants were managed in-house by the client project management team at Winchester City Council via a separate, professional agreement. However, the same Council team also administered the JCT contract for the works to Kings Walk. The project was procured using a main contractor who, in turn, managed the various sub-contractors.

"The project has been a great success. Kings Walk Arcade has been revitalised and no contractual issues arose as part of the works. Nonetheless, it was reassuring to have a JCT IC contract in place should we have needed to call upon it to deal with any disputes or delays."

Nicola Rutt, Director, Studio Multi

"The key to making the Kings Walk re-activation project successful was to work closely with the Council and tenants and make as big an impact as possible using the available budget.

"Studio Multi's role in this public realm project was to assemble and manage the design team and guide the vision through from concept to completion. Our collaboration with other small, creative practices such as to-studio, Light Follows Behaviour and Tim George Graphic Design aimed to push each design element beyond what was expected and bring an element of surprise and joy to passers-by.

"The front terraces have been activated by the owners of the independent café, restaurant and cycle hub that open onto them; the courtyard is more hidden and needed an intervention to draw people in.

"Our response to this challenge was to create a secret garden with large, circular planters, readograph signs, light globes and bright, colourful graphics. As well as small trees and a range of different plants, fast-growing hops have been planted and

THE TERMINATOR CONUNDRUM: NAVIGATING THE ABYSS – VARIATIONS ON A THEME

SIMON TOLSON – SENIOR PARTNER, FENWICK ELLIOTT LLP



Termination of a contract is a serious measure that should only be engaged in cases of fundamental breaches, after exhausting all possible preventive measures. When courts interpret termination clauses, they acknowledge the severe consequences, deeming it a draconian remedy that ends the contract with significant repercussions. Over time, legal principles have evolved to prevent accidental terminations.

The process requires careful consideration and legal advice, it is often referred to by lawyers as the 'nuclear option.' This underscores the complexity and potential pitfalls associated with exercising the right to terminate. Understanding the key terms of the contract and following the necessary steps are crucial in navigating this legal minefield. As practitioners, we are often asked to advise our clients about this area of the law.

The traditional judicial approach emphasises the sanctity of contracts, rooted in the Latin maxim "pacta sunt servanda," meaning agreements must be kept. This commitment is based on the moral principle that a promisor, by making a promise, creates a reasonable expectation that it will be fulfilled. Parties to a contract are generally obliged to perform their respective duties unless legally excused.

Despite termination being a powerful self-help remedy allowing a party to exit an agreement and mitigate losses, it is not without risks as it is a complex process fraught with legal, financial, and logistical challenges. In my Povey paper I found drawing parallels with the Terminator movie can provide a metaphorical lens to explore the intricacies of contract termination!

At the start it is important to identify all possible termination rights, and to carefully select which one to deploy. The right to terminate can be easily lost if the correct steps are not taken at the correct time. Furthermore, if a party purports to end a contract when it does not have the right to do so, it can make that party liable for the other party's losses arising from the wrongful termination.

The principal way contracts are brought to a premature end is when one party does not perform the major primary obligations on their side of the bargain. As a rule, if a breach is modest the other party must still proceed and perform their obligations, but will then be able to claim compensation, or a "secondary obligation" from the party in breach.

If, however, the breach is very material, i.e. a "fundamental" one or that hackneyed legal phrase goes "to the root of the contract", then the innocent party gets the right to elect to terminate their own performance for the future. The same

goes where one party makes clear they have no intention of performing their side of the bargain, in an "anticipatory breach or repudiation", so the innocent party can go straight to court to claim a remedy, rather than waiting until the contract's date for performance which never arrives.

A termination for default i.e. doing something wrong / culpable will always require a substantive factual case to support the grounds for termination – it is not enough to simply point to a ground of termination; the terminator should be able to identify cogent evidence which supports its decision, if it cannot it is in trouble.

Termination clauses in most building contracts will set out the express grounds upon which a contract may be ended/terminated.

As termination is often so 'nuclear' I always caution my clients to first undertake an options analysis and to brainstorm it, before terminating to consider the alternatives to doing so, is there a viable alternative to termination?

- Consider whether they want the relationship to end, or whether to continue with the contract but reserve the right to claim damages for any breach.
- Where the relationship between the parties is still intact, a 'line in the sand' type settlement and a variation to the terms which are causing the problems (such as amending the payment terms or scope) may restore order.
- Maybe ad hoc descoping or resequencing is possible. Possibly omission of a section of the Works?

Hitting the preverbal red button should be a last resort.

We have had ten blockbuster decided cases in this hot field of the law in the last 18 months. They are all compulsive reading.

1. *Energy Works (Hull) Ltd v MW High Tech Projects UK Ltd* [2022] EWHC 3275 (TCC)
2. *Thomas Barnes & Sons v Blackburn with Darwen Borough Council* [2022] EWHC 2598 (TCC)
3. *Struthers & Anr v Davies (t/a Alastair Davies Building) & Anr* [2022] EWHC 333
4. *Manor Co-Living v RY Construction* [2022] EWHC 2715 (TCC)
5. *Topalsson v Rolls-Royce Motor Cars Ltd* [2023] EWHC 1765 (TCC)
6. *James Kemball Ltd v "K" Line (Europe) Ltd* [2022] EWHC 2239 (Comm)



7. *Lombard North Central Plc v European Skyjets Ltd* [2022]
8. *Bellis v Sky House Construction Ltd* [2023] EWHC 1473 (TCC)
9. *Dalton Group Limited v City of Edinburgh Council* [2023] CSOH 4
10. *C&S Associates UK Ltd v Enterprise Insurance Company plc* [2015] EWHC 3757 (Comm)

Each deserves a brief mention, but space permits I deal with only five briefly. To wet your whistles.

Energy Works (Hull) Ltd v MW

Energy Works (Hull) Ltd entered a contract with MW High Tech Projects UK Ltd to build an energy-from-waste plant in Hull, leading to challenges and delays. The termination of the contract after 11 months resulted in a detailed 264-page judgment by Mr Justice Pepperall. The judgment addresses practical risks, contractor reporting obligations, and legal issues in construction, emphasising the lack of a contractor's inherent right to suspend works. It applies principles from a previous case to reinforce the enforceability of liquidated damages provisions. The court emphasises the need for clear language to override common law rights and notes the right to terminate for a repudiatory breach. The case also explores the legal effects of assignment in a termination scenario.

Thomas Barnes & Sons v Blackburn

In *Thomas Barnes & Sons plc v Blackburn with Darwen Borough Council*, a construction dispute over a new bus station, BDBC terminated Barnes' contract due to cost increases and delays. Barnes, in administration, claimed BDBC's actions caused it to fail. Despite issues with the termination notice both its manner of service and timing, the court ruled BDBC rightfully accepted Barnes' own repudiatory breach. The judge dismissed Barnes' claim, citing BDBC's entitlement to terminate, offsetting potential claims with recovery from the replacement contractor's cost. The court didn't address Barnes' claim quantum.

However, the issue for BDBC was that the termination notice was initially sent by email, which was not a permitted method of service for notices under JCT SBC clause 1.7.4, and Barnes was removed from the site the very same day. The notice was subsequently sent by post but, pursuant to the contract, deemed service took effect two business days later by which time Barnes had already been removed.

The court dismissed Barnes' argument that the invalid termination notice constituted repudiatory breach by BDBC. Consequently, BDBC was entitled to recover and set off the replacement contractor's cost, extinguishing any potential claim by Barnes. Given these circumstances, the judge deemed it unnecessary to consider the quantum of Barnes' claim. This judgment is a valuable lesson on the importance of carefully drafting and serving a termination notice – had BDBC got it right from the outset, it's possible this claim might never have been brought.

Struthers & Anr v Davies

The Struthers case also underscores the crucial need for strict adherence to contractual termination procedures in construction contracts. Under a RIBA Domestic Building Contract, Mr. and Mrs. Struthers terminated their contract with builder Davies due

to delays and non-compliance. However, the termination notice, sent by the employer instead of the contract administrator, was deemed invalid. The court all the same found Davies in repudiatory breach for various failures, and despite the improper contractual termination, it held that the notice operated as acceptance of the breach. This case emphasises that any deviation from the correct termination process may render it invalid, risking potential damages for the terminating party. It serves as a reminder to carefully follow contractual termination procedures to avoid unintended consequences.

In this case the Claimants were saved from their error on termination by the Defendant's repudiatory breach, but that secondary argument is unlikely to be available to many Claimants. Otherwise, a failure to terminate the contract correctly may itself constitute a repudiatory breach and expose the Claimant to a claim for damages by the Defendant. So if considering how to terminate a construction contract, make sure to read the contract termination procedure carefully.

Manor Co-Living v RY Construction

The case serves as a reminder that parties need to carefully follow the contract when it comes to termination notices, otherwise their conduct could inadvertently lead to repudiatory breach of contract.

In this adjudication enforcement case, the termination of the contract failed due to premature notice action, highlighting the critical importance of serving termination notices correctly. Under JCT SBC 2016, a termination notice was sent prematurely by the contract administrator, not the employer, and the contractor was locked out from site before effective notice. The dispute arose from an attempt to terminate based on insolvency and failure to proceed regularly and diligently. Of supporting the adjudicator's decision deciding the termination was invalid, the court in the Part 8 proceedings held the termination was indeed invalid, emphasising the risk of inadvertent repudiatory breach if termination procedures are not diligently followed. The case yet again underscores the need for careful adherence to contractual termination processes.

Topalsson v Rolls-Royce Motor Cars

In this TCC case, Rolls-Royce (RR) and Topalsson, a software company, entered a Service Agreement for a digital visualization tool. Topalsson failed to meet milestone dates, leading RR to terminate the agreement. Topalsson challenged the termination, claiming the December Plan dates weren't binding and affirming the contract. By as the court was to decide choosing to affirm the contract in response to RR's first termination notice, Topalsson had waived RR's breach of invalidly terminating the contract. Therefore, RR had managed to evade committing a repudiatory breach itself.

RR issued a second termination notice, and this time Topalsson accepted the alleged repudiatory breach, stopping work. In court, RR was found to have validly terminated the agreement, with time being expressly of the essence. Topalsson's failure to meet milestones constituted a breach of condition, allowing RR to terminate. The court awarded damages to RR, emphasising the critical role of timely performance in agreements with explicit termination provisions for delays.

The court agreed and found time was of the essence. That meant that timely performance was a condition of the Agreement and that

any delay goes to the root of the contract, no matter how small or trivial the breach. Topalsson’s failure to meet the agreed milestones amounted to a breach of condition which entitled RR to terminate either under the Agreement or at common law for repudiatory breach. The case provides valuable insight into the interpretation of contractual obligations, especially with regard to project timelines, conditions, and the grounds for contract termination.

In my Povey lecture last November themed, ‘The Terminator’ I made the point that terminating construction contracts can be seen as akin to a Terminator movie plot, involving high stakes and complex consequences, as these five cases show. Like the Terminator’s pursuit, termination is not taken lightly in construction, often triggered by missed deadlines, mirroring the relentless Terminator.

Termination clauses act as powerful tools, much like Skynet in Terminator, the all-powerful artificial intelligence in the Terminator series, but now with deeper meaning given the direction of AI for real. These clauses typically outline the circumstances under which either party can terminate the contract and the associated consequences.

Common grounds for termination include prolonged delays, refusing to follow instructions, material breaches of design and

or workmanship, insolvency, or failure to perform according to performance or specified standards. Contractual procedures must be followed to avoid legal entanglements, similar to Terminator’s pursuit leading to collateral damage. Rare as hen’s teeth they may be but force majeure events, acting as vulnerabilities, may impart legal escape routes for termination, paralleling the Terminator’s vulnerabilities.

Therefore, force majeure events may provide a way for parties to exit the contract without facing the usual consequences of termination. Termination can be a strategic move for self-preservation, protecting interests amid unforeseen obstacles.

Legal battles post-termination, resembling Terminator’s relentless pursuit, involve disputes over compensation and resources. Managing termination intricacies, much like navigating time travel complexities in Terminator, is crucial for project managers. Technology, as in Terminator’s emphasis on advanced weaponry, aids in efficient termination through digital tools and project management software. Overall, termination requires a strategic approach to minimise collateral damage and pave the way for a new beginning, mirroring the Terminator series’ epic battles.

To view Simon Tolson’s Povey Lecture, please go to: corporate.jctltd.co.uk/povey-lecture-2023/

KINGS WALK ARCADE, WINCHESTER

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trained to climb up and along a 3-dimensional network of cables. These soft landscaping features will, over time, transform this courtyard into an immersive green space.

“Budget constraints have currently limited the transformation to the ground floor areas of Kings Walk, with a datum at first floor level. It is hoped in future the whole of Kings Walk will undergo a more comprehensive transformation as part of the Central Winchester Regeneration project, but until then we are confident that our relatively modest intervention is already helping to reinvigorate a previously tired and unwelcoming space.”

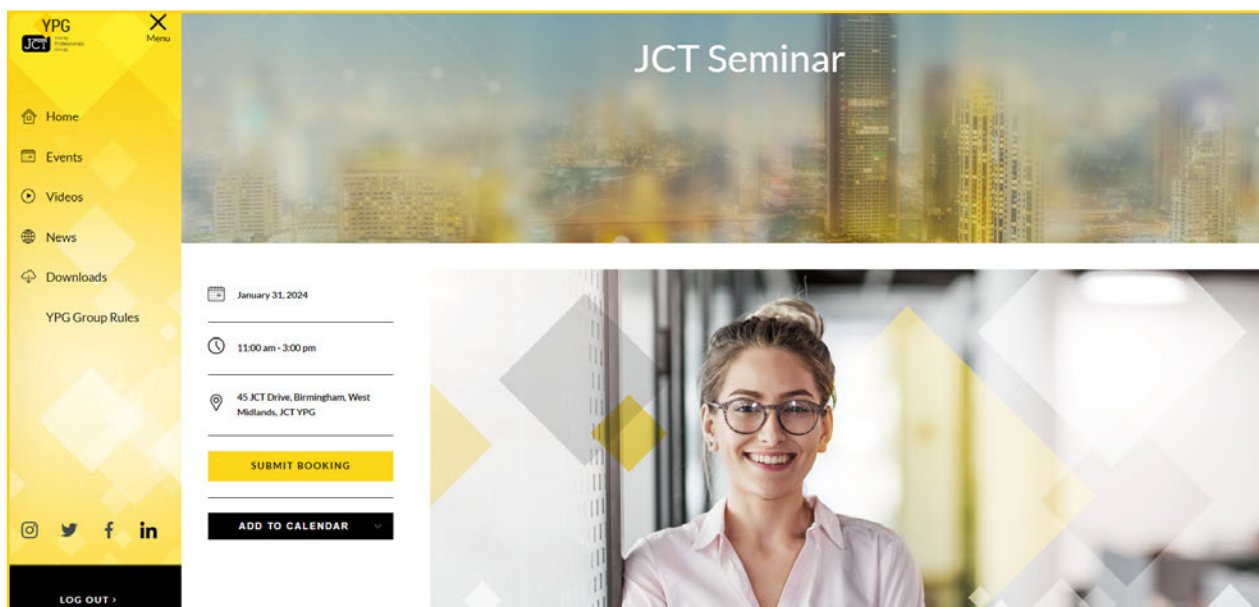
Cllr Martin Tod, Leader of Winchester City Council

“It’s fantastic to see the early improvement works completed for Kings Walk. Studio Multi’s work has been transformational, creating a vibrant and attractive space for the businesses and visitors to the building and surrounding area. We’re committed to regenerating this part of the city and supporting the independent businesses based in Kings Walk. Studio Multi’s design has helped us do both.”

PROJECT DATA:

START ON SITE	MAY 2023
COMPLETION DATE	AUGUST 2023
FORM OF CONTRACT	JCT INTERMEDIATE BUILDING CONTRACT (IC)
CONSTRUCTION COST	£290,000
ARCHITECT	STUDIO MULTI
CLIENT	WINCHESTER CITY COUNCIL
MAIN CONTRACTOR	LEAVES CONSTRUCTION
OTHER CONSULTANTS	LIGHT FOLLOWS BEHAVIOUR – LIGHTING DESIGN TIM GEORGE GRAPHIC DESIGN – GRAPHICS AND BRANDING
LANDSCAPE CONSULTANT	TO-STUDIO
PROJECT MANAGER	WINCHESTER CITY COUNCIL
PRINCIPAL DESIGNER	STUDIO MULTI
CAD SOFTWARE USED	VECTORWORKS

JCT YPG MAKES UPGRADES TO ONLINE PORTAL FOR 2024



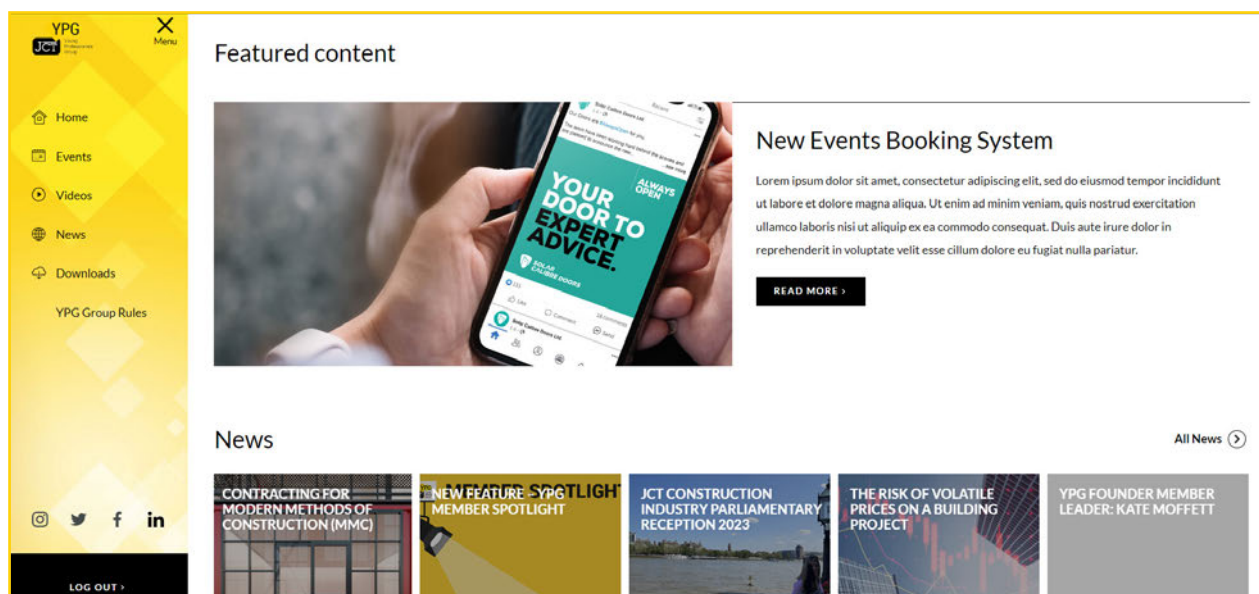
The upgraded events booking page

Following a successful 2023, the JCT Young Professionals Group (YPG) is making improvements to its online resources, as well as continuing to offer a range of networking and learning opportunities.

The YPG ended last year having hosted a number of events and continued to grow its membership with a variety of networking and information resources. The YPG participated in a highly successful joint event with young member groups from the industry's professional bodies, including the Chartered Institute of Building's

(CIOB) Tomorrow's Leaders, and the Royal Institution of Chartered Surveyors' (RICS) Matrics UK. The event was an exciting opportunity to bring together young professionals from across the industry to meet, make contacts, and discuss the key issues affecting their careers and the wider building environment.

The YPG also ran its first breakfast workshop, on the topic of letters of intent, hosted by Charles Edwards, JCT Council member and barrister (head of chambers), Gray's Inn Construction Chambers



The new featured content area

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and New Temple Chambers. This smaller group format offered the opportunity to cover a topic in greater detail and for YPG members to take advantage of the access to expertise from some of the industry's leading experts. The YPG will continue to host workshops this year.

The central 'hub' for the YPG is its dedicated online portal where members can access news, articles, videos, white papers, interviews, and sign up for events. A recent initiative is the 'member spotlight' which shines a light on our members and gives them the opportunity to share their background and role within the industry, as well as promote their work and activities.

Members will also notice some improvements to the online portal, starting with a new featured content area. The featured content area enables new and important content to be more prominently sign-posted so that members will be able to quickly and easily get to relevant content and be kept up-to-date on the latest initiatives.

We have also made a significant upgrade to the events process, making it much easier for members to sign up for and manage the events they wish to attend. A new automatic registration

process makes the sign-up process more streamlined and additional features, such as an 'add to calendar' function, ensure that reminders can be easily set. Members can also manage their bookings via the portal, enabling them to view, amend, and cancel their event bookings seamlessly when they are logged in to the site.

A reminder that the YPG is a membership group for those in the first ten years of their construction career, those "young in the industry" regardless of age, and students, to provide a space for networking, shared learning, events, discussion, and to foster greater understanding of the construction contract process (as well as other industry topics), deeper connections to JCT, and encourage cross-industry collaboration.

If you are a newly qualified professional working in the construction industry, looking to expand your knowledge, your network, and meet with like-minded professionals, or if you are an experienced professional whose staff or junior colleagues might benefit from YPG membership, or if you would like to contribute to an event, consider having a look at the YPG website – there are options available for both individual and corporate memberships. The YPG and its members look forward to welcoming you. More information is available at <http://ypg.jctltd.co.uk>



YPG
JCT Young Professionals Group

Events, news, videos and other resources at your fingertips

Become a member here > ypg.jctltd.co.uk

JCT CONTRACT ADMINISTRATION MODEL FORMS FOR SBC, DB, AND IC RELEASED

JCT has launched new Construction Administration Model Forms for use with the 2016 edition of its Standard Building Contracts, Design and Build Contract, and Intermediate Building Contracts.

The digital PDF packs, available to purchase online through JCT's On Demand digital service, provide a series of template forms to assist with the administration of a JCT contract and a construction project.

This product release follows the initial launch earlier in 2023 of the Contract Administration Model Forms for the JCT Home Owner and JCT Minor Works Building Contracts.

The Construction Administration Model Forms are intended to provide assistance in administering the contract but are not a substitute for professional advice. Specific advice should be obtained on any issues that may arise.

For more information, visit www.jctltd.co.uk/category/jct-2016-contract-administration-packs.



SBC 2016 Admin

Contract Administration Model Forms

For use with the Standard Building Contract With Quantities 2016 (SBC/Q 2016), Standard Building Contract Without Quantities 2016 (SBC/XQ 2016), and the Standard Building Contract With Approximate Quantities 2016 (SBC/AQ 2016)

Model forms include:

- Adjustment of Completion Date
- Practical Completion Certificate
- Section Completion Certificate
- Non-Completion Certificate
- Notice of Intention to Require Payment of, Withhold or Deduct Liquidated Damages
- Notice to Require Payment of, Withhold or Deduct Liquidated Damages
- Notice to Partial Possession
- Certificate of Making Good
- Architect/Contract Administrator's Instruction
- Statement of Reimbursement of Advance Payment
- Interim Certificate
- Pay Less Notice
- Final Certificate
- Valuation (which can be used with the Interim Certificate, Final Certificate and Pay Less Notice)
- Statement of Retention



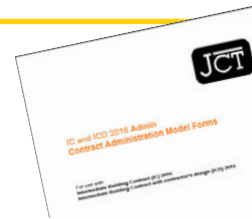
DB 2016 Admin

Contract Administration Model Forms

For use with the Design and Build Contract 2016 (DB 2016)

Model forms include:

- Adjustment of Completion Date
- Practical Completion Statement
- Section Completion Statement
- Non-Completion Notice
- Notice of Intention to Require Payment of, Withhold or Deduct Liquidated Damages
- Notice to Require Payment of, Withhold or Deduct Liquidated Damages
- Notice of Completion of Making Good
- Employer's Instruction
- Statement of Reimbursement of Advance Payment
- Payment Notice
- Pay Less Notice
- Final Payment Notice
- Notice of Intention to issue Employer's Final Statement
- Employer's Final Statement
- Valuation (which can be used with the Payment Notice, Employer's Final Statement, Final Payment Notice and Pay Less Notice)
- Statement of Retention



IC and ICD 2016 Admin

Contract Administration Model Forms

For use with the Intermediate Building Contract 2016 (IC 2016) and the Intermediate Building Contract with contractor's design 2016 (ICD 2016)

Model forms include:

- Adjustment of Completion Date
- Practical Completion Certificate
- Section Completion Certificate
- Certificate of Non-Completion
- Notice of Intention to Require Payment of, Withhold or Deduct Liquidated Damages
- Notice to Require Payment of, Withhold or Deduct Liquidated Damages
- Notice to Partial Possession
- Certificate of Making Good
- Architect/Contract Administrator's Instruction
- Statement of Reimbursement of Advance Payment
- Interim Certificate
- Pay Less Notice
- Final Certificate
- Valuation (which can be used with the Interim Certificate, Final Certificate and Pay Less Notice)

JCT YOUNG PROFESSIONALS GROUP – FOUNDER MEMBER LEADERS



MARK PANTRY, PARTNER, FENWICK ELLIOTT LLP



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.

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?

I qualified as a solicitor in 2013, specialising in non-contentious construction law. My father was a civil engineer so I had some prior knowledge of the construction industry growing up – I remember as a small boy playing with the very detailed models of ship unloaders in his office. I joined Fenwick Elliott, a specialist construction and energy law firm in 2019 and was made a partner in 2023.

JCT: Mark, 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 found out about the Young Professionals Group on the JCT website and made some enquiries. I think it's really important for young professionals to have a forum within the JCT so that they can interact with other professionals across the sector. Sharing knowledge and experience along the way. It's also there as a "way in" to the JCT as an organisation, to be at the forefront of ideas and initiatives that will shape the contracts we know and use every day in our professional careers.

I recently led a JCT Young Professionals Group round table discussion on inflation and fluctuation provisions in JCT contracts and it was really encouraging to see young professionals from across the construction industry come together to discuss the topic in detail.

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)?

I use JCT contracts almost every day! Whether it's advising clients on the form of JCT contract to be used for a project, reviewing a JCT contract for a main contractor or preparing a JCT sub-contract.

Over the last couple of years I have been focusing on the use of BIM on construction projects and how BIM can be incorporated into JCT

contracts – in 2020 I participated in a webinar on the new Information Protocol and how that can be used with the JCT contracts: www.fenwickelliott.com/research-insight/webinars-podcasts/bim-new-information-protocol

I have also been looking at JCT Insurance Option C where works are being carried out to existing structures (e.g., fit-out works): www.fenwickelliott.com/blog/contracts-documentation/jct-insurance-option-c

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

I've worked on some fantastic and truly amazing and innovative projects in the UK and internationally. In terms of career highlights, I have most enjoyed working with clients from project inception all the way through to completion, experiencing the highs and lows with the project team along the way.

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

The construction industry has an amazing ability to collaborate and innovate in order to succeed. Some of the current innovations around modular construction and refurbishment of existing buildings are particularly impressive.

Diversity is something which the construction industry needs to improve. There needs to be a collective, industry-wide response to address the issue.

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

JCT and the Young Professionals Group has a privileged position in that it can lead the debate on issues within the construction industry. Users of the JCT contracts and members of the Young Professionals Group come from a wide spectrum across the industry and in coming together they can collaborate and shape the future of the construction industry.



JCT Construct

Build and create your JCT contracts online



JCT Construct is a contract drafting system with advanced editing features, enabling you to create and amend your 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 you can add your own amendments, clauses, or other customised text. This works alongside an intuitive Q&A process so that you can be guided through filling in your contract easily and comprehensively.

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