

JCTNEWS

THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

HEART OF THE CITY, SHEFFIELD

The Heart of the City project represents the centrepiece of Sheffield's urban regeneration, weaving together heritage, sustainability, and contemporary design to breathe new life into a key area of the city centre. The development was built on a JCT Design and Build Contract.

The Heart of the City project comprises three interconnected elements: Cambridge Street Collective – a social destination, Elshaw House – a flagship office building, and Leah's Yard – studios created within historic metalworkers' workshops. These three distinct elements, while serving different purposes, have been carefully designed to integrate into the urban fabric of Sheffield and contribute to the city's ongoing regeneration.

Cambridge Street Collective

Behind the historic frontage of Cambridge Street – now ready again to host independent shops, retailers, cafes, and bars, is the Cambridge Street Collective – Europe's largest purpose-built food hall. A new dynamic social destination for Sheffield, the two storey space hosts bars, restaurants, a cookery school and a rooftop bar. Its industrial scale and feel is reinforced by its raw fabric and finish, which is designed as a flexible canvas to accommodate a mix of requirements, including coffee meet ups and afterwork drinks, festivals, and cookery demonstrations. The black steel interior detailing and corten exterior cladding highlights its modern and industrial aesthetic. This element of the development also integrates a historic site, the Bethel Chapel, which has been sensitively restored to maintain its architectural integrity while being repurposed for use as a live entertainment venue. The development creates a dynamic space that encourages local engagement and community interaction, enhancing the vibrancy of the area.

Elshaw House

Another key element, Elshaw House, is an office building that combines modern design with sustainable features. Its striking dark metal façade, south-facing



Heart of the City, interior

© Dave Bewick

roof terrace, and efficient use of space represent Sheffield's commitment to creating a sustainable, thriving economy. Providing 70,000 sq ft of Grade A office space, it has achieved an 'excellent' five-star NABERS UK rating due to its lean design. Its structure generates 40% lower than average carbon usage, placing it in the top one per cent of office buildings in the UK. Designed for maximum energy efficiency, the building employs the latest in fully electric heating, cooling and ventilation technologies. Elshaw House will serve as a beacon of modern commercial architecture, offering a versatile and sustainable environment for businesses.

Leah's Yard

The Grade II listed Leah's Yard has been transformed into a mixed-use development that pays homage to Sheffield's industrial heritage. The development retains the original character of the space, with exposed brick walls and historic fixtures, while offering modern

amenities for new occupants. Its central public courtyard is surrounded by boutique shops, while the first and second floors are now home to around 20 independent studios, a vital space for the next generation of the city's craftspeople and creatives. Committed to preserving the historic fabric of the buildings and telling the story of Sheffield's past, the low carbon and sensitive conservation of the workshops is a testament to the city's commitment to preserving its heritage while encouraging growth and renewal.

Sustainability and Social Responsibility: A Core Focus

The Heart of the City project has gone beyond the typical scope of urban development by making sustainability and social responsibility key elements in its design and construction. One of the standout features is the use of sustainable construction practices

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and materials. Reuse of existing materials, lean design and low carbon choices have resulted in buildings with much lower-than-average embodied carbon. Future efficiencies, specifically related to energy use, have guided design decisions throughout the building and its construction. The ethos behind the scheme has been one of creating spaces that can be flexible and adapt to changing use and shifting demands – maximising its futureproofing potential.



Heart of the City, exterior

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In addition to its environmental commitments, the Heart of the City project has prioritised social impact. The development has created jobs for local residents, partnered with local businesses, and offered affordable spaces for start-ups and social enterprises, creating a more inclusive and sustainable local economy. Across the wider scheme Heart of the City will generate 7,000 direct and indirect jobs for the city by 2030 and looks to serve as a catalyst for development in other areas of the city.

The JCT Design and Build Contract was an appropriate and effective choice for the Heart of the City project, given the complexity and scale of the development. This contract structure allows for the seamless integration of design and construction phases, which is particularly beneficial for projects that involve multiple stakeholders and intricate requirements, as was the case with the Heart of the City project.

The Heart of the City development in Sheffield is a model of urban regeneration that balances heritage conservation with modern, sustainable design. Built under the JCT Design and Build Contract, the project has successfully met its ambitious goals, creating a space that serves the needs of both businesses and the community. The involvement of key stakeholders, from Sheffield City Council, and its strategic partner Queensberry, to architect Feilden Clegg Bradley Studios, main contractor Henry Boot Construction, and the range of other specialists and consultants, have ensured that the development is not only a success from an architectural and economic perspective but also a beacon of social and sustainable responsibility.

PROJECT DATA:

START ON SITE:	November 2020
COMPLETION DATE:	August 2024
TOTAL CONTRACT COST:	Undisclosed – part of the £470m Heart of the City Sheffield City Council's regeneration program
CONTRACT:	JCT Design and Build Contract
AREA IN M ² :	Gross internal floor area: Elshaw House: 9,970m ² Cambridge Street Collective: 4,655m ² Bethel Chapel: 1,475m ² Leah's Yard: 2,445m ² TOTAL: 18,545m² Gross internal floor + External Terraces & Landscaping/Public Realm: Elshaw House: 12,030m ² Cambridge Street Collective: 5,860m ² Bethel Chapel: 1,665m ² Leah's Yard: 2,920m ² TOTAL: 22,475m²
CAMBRIDGE STREET COLLECTIVE, BETHEL CHAPEL & ELSHAW HOUSE	
ARCHITECT:	Feilden Clegg Bradley Studios
MASTERPLAN DESIGN:	Leonard Design
CLIENT:	Sheffield City Council
STRATEGIC DEVELOPMENT PARTNER:	Queensberry
MAIN CONTRACTOR:	Henry Boot Construction
PLANNING CONSULTANT:	Montagu Evans & nineteen47
HERITAGE CONSULTANT:	Montagu Evans
STRUCTURAL ENGINEER / M&E / FIRE/ ACOUSTIC:	Arup
LANDSCAPE CONSULTANT:	Planit-IE & Sheffield City Council
QS/PROJECT MANAGER:	Turner & Townsend
APPROVED BUILDING INSPECTOR:	LABC Sheffield
PRINCIPAL DESIGNER:	Turner & Townsend/Henry Boot Construction
STAKEHOLDER ENGAGEMENT:	
LEAH'S YARD	
ARCHITECT (PHASE 2):	Feilden Clegg Bradley Studios
ARCHITECT (PHASE 1):	Lathams
EXECUTIVE ARCHITECT (PHASE 2):	Lathams
MASTERPLAN ARCHITECT:	Leonard Design
CLIENT:	Sheffield City Council
STRATEGIC DEVELOPMENT PARTNER:	Queensberry
MAIN CONTRACTOR:	(Phase 1 & 2) RF Joinery & Shop fitting
PLANNING CONSULTANT:	nineteen47
HERITAGE CONSULTANT:	Lathams
STRUCTURAL ENGINEER:	Arup / Eastwood
M&E CONSULTANT:	Arup / Cuba Consultants & Coops EMBS
QS/PROJECT MANAGER:	Turner & Townsend
LANDSCAPE CONSULTANT:	Planit-IE / Lathams
PRINCIPAL DESIGNER:	Turner & Townsend
APPROVED BUILDING INSPECTOR:	LABC Sheffield
STAKEHOLDER ENGAGEMENT:	Counter Context

JCT ONLINE LAUNCH EVENT REVEALS MORE DETAILS ABOUT NEW TARGET COST CONTRACT



Viewers attending the online launch event for the JCT Target Cost Contract were given a detailed overview of the contract and the background to its production on Wednesday, 10 September.

The presentation featured JCT chair, Karen Kirkham, and vice-chair of the JCT Drafting Sub-Committee (DSC), John Riches.

In his position as DSC vice-chair, John Riches had a central role (alongside colleagues in the DSC) in the production of the Target Cost Contract and its drafting.

John and Karen's discussion explored in greater detail the background to the contract, including why JCT decided to produce it, how it fits in the JCT 2024 Edition, the benefits, and the types of project at which the contract is aimed.

They then expanded on some of the key details and terms within the contract family, explaining the mechanics of how it works, including the payment mechanism, and an overview of the Target Cost Sub-Contract.

In explaining JCT's decision to produce the Target Cost Contract for the 2024 Edition, John Riches said:

"What's changed since 2016 [the last JCT Edition] is the level of risk in the industry. It's prevalent in terms of the number of bankruptcies, and some people are just taking too much risk. So, we thought we would try to find a way to balance the risk across the contract.

"We've also had demand from law firms and the like because there are versions of Target Cost in the market place which are different ours [...] we think the industry is ready to move from other systems of Target Cost or Cost Plus, and we hope that we have pitched it right and are in the right place in the market at the right time."

Interest in the Target Cost Contract from the industry has been high, which was reflected in the over 500 registrations for this online launch event, and the many articles already published in the industry press. An audience Q&A gave an opportunity for those working in the industry to put their questions on the contract to John and Karen.

The full video is now available to view from the JCT Target Cost Contract hub, at corporate.jcttd.co.uk/target-cost-contract-hub.

JCT TARGET COST CONTRACT 2024: AN OVERVIEW

TOM BOOTH, ASSOCIATE AND HELEN JOHNSON, PARTNER – CMS CAMERON MCKENNA NABARRO OLSWANG LLP

In June the Joint Contracts Tribunal (JCT) published its new Target Cost Contract 2024 (along with a sub-contract form and guidance notes). This Law-Now provides a brief introduction to the new JCT form.

What is Target Cost?

Briefly, for readers new to target cost contracting, the features of a target cost contract include:

- No overall fixed price at the outset of the project
- Price calculated on an actual cost plus fee basis
- Pre-agreed disallowed costs
- An open-book approach to valuations
- A pain/gain mechanism in relation to any under or overspend.

The aim is to encourage parties to work collaboratively to manage the costs and risks associated with delivering the works on a more open basis.

Key Features of the JCT Target Cost Contract 2024

The JCT Target Cost Contract 2024 adopts a familiar structure and terminology for seasoned JCT users, but with reworked pricing and change mechanisms to facilitate the target cost approach. The contract is built around a clear and structured cost mechanism, which can be broken down into the following key components:

- **Target Cost:** Instead of a fixed contract sum, the contract operates on a Target Cost, which is agreed at the outset and detailed in the contract particulars. This Target Cost is substantiated by a Target Cost Analysis, akin to the Contract Sum Analysis in the JCT Design & Build form. The Target Cost includes both Allowable Cost and the Contract Fee.
- **Allowable Cost:** The contractor is paid for Allowable Costs, defined as “costs incurred by the Contractor in carrying out its obligations under this Contract of the types specified in Schedule 2 and calculated in accordance with that Schedule.” Schedule 2 is comprehensive, covering general costs, sub-contracted work, management and design staff, direct workforce, materials, plant, and sundry costs. Only costs falling within these pre-agreed categories are recoverable; anything outside is, by default, disallowed. The contractor must substantiate these costs with appropriate records, and the employer or their agent has inspection rights. Whilst there is no separate concept of “Disallowed Cost”, unlike other target cost contracts, Schedule 2 does exclude certain categories of cost which might otherwise fall within such a definition, such as the cost of making good.
- **Contract Fee:** In addition to Allowable Costs, the contractor is paid a Contract Fee, which can be either a fixed sum or a percentage of the Allowable Cost, as specified in the contract particulars. Where a fixed sum is used, Schedule 3 provides a formula for adjustment if the difference between the original and final Target Cost exceeds a pre-agreed threshold.

- **Difference Share (Pain/Gain Mechanism):** The contract introduces a clear pain/gain share mechanism. The “Difference Share” is the percentage of any difference (positive or negative) between the Adjusted Target Cost and the sum of Allowable Cost and the Contract Fee. This is shared between the parties in pre-agreed proportions, with a default of 50:50 unless otherwise stated in the contract particulars. The assessment can be made either at each interim payment or at final account stage, depending on the parties’ preference. This incentivises both parties to collaborate and manage costs effectively throughout the project.
- **Adjustments to Target Cost:** The Target Cost is not static. It can be adjusted in a similar way to the Contract Sum in other JCT forms, with Schedule 1 setting out the grounds for adjustment, including changes/variations, acceleration, fluctuations, suspension, loss and expense, and other defined adjustments.

Lessons learned

The new JCT form directly addresses a number of issues which have arisen on other standard form target cost contracts. In *Doosan Enpure Limited v Interserve Construction Limited*, an NEC3 Option C Target Cost Contract was found not to allow the pain/gain mechanism to be operated until after completion of the works. This approach helps to simplify the interim payment process, but puts the employer at risk of needing to recover overpayments after completion of the work at a time when the contractor may have substantial counterclaims or may be at risk of insolvency. The JCT Target Cost Contract provides an optional provision to allow the pain/gain mechanism to be applied to interim payments to avoid this situation. For our Law-Now on the *Doosan Enpure* decision, please click [here](#).

In *Network Rail Infrastructure Ltd v ABC Electrification Ltd*, a question arose as to whether an amended ICE Target Cost Contract permitted the contractor to recover costs arising from delays to completion for which it was responsible. The contract disallowed costs arising from “negligence or default” and this was held to disallow costs arising from delays to completion even though such delays may not have been within the contractor’s control. The JCT Target Cost contract deals with this issue by making clear that management and design costs are recoverable up until practical completion even where that occurs after the Completion Date, although claims for costs incurred after the Completion Date are limited to the rates which applied immediately prior to the Completion Date. For our Law-Now on the *Network Rail* decision, please click [here](#).

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JCT

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THE JCT DESIGN AND BUILD CONTRACT (2024 EDITION) – A YEAR ON

SEÁN MAC LABHRAÍ

Introduction

We are now over a year since the JCT published the first of the 2024 suite of contracts: the Design and Build Contract, or DB24.

Working for a main contractor specialising in design and build, we are now beginning to see a more widespread adoption of DB24 by Employers / clients and their consultants, perhaps expedited by the JCT's upcoming withdrawal of the 2016 editions. (I have been meaning to check with a solicitor who was still firmly wedded to DB11 as late as 2020, however – heavily amended, of course.)

Some early reviews of DB24 professed to be slightly underwhelmed at the extent of the changes from DB16, but this seems profoundly unfair when one considers that DB24 features the terms 'epidemics', 'unexploded ordnance', and (perhaps less thrillingly) 'asbestos'.

A year on, and with an increased uptake, it is perhaps worth revisiting some of the key changes to DB24 likely to have practical implications for the parties, along with recommendations for their administration.

Clause 1.7 (Notices and other communications)

Clause 1.7, which governs the service of notices and other communications between the Parties, now expressly (and helpfully) allows for these to be served by email.

Multiple email addresses

Like DB16, clause 1.7 distinguishes between:

- those notices which must be served in accordance with clause 1.7.4 (for example, several of the notices relating to termination), and
- other notices and communications, which are governed by clause 1.7.3, and which may be served by 'any effective means'.

Both clause 1.7.3 and clause 1.7.4.2 permit the relevant notices and communications to be served by email, and the two corresponding entries in the Contract Particulars therefore provide for the Parties to insert their chosen email addresses.

The first recommendation is therefore for each Party to adopt the same email address for both clause 1.7.3 and clause 1.7.4.2, to avoid any confusion.

'Deemed' service

Clause 1.7.4 also sets out when notices are 'deemed' to have been received by the other Party, in circumstances where those notices must be given in accordance with that clause.

In the case of notices sent by Signed For 1st class or Special Delivery Guaranteed post, they are deemed to have been received 'on the second Business Day after the date of posting', which is similar to the position under DB16.

However, in the case of notices given by email, clause 1.7.4.2 provides that the relevant email will be deemed to have been received 'on the *next Business Day after the day on which it was sent*', rather than almost instantaneously.

This potentially allows for the troubling situation where such a notice given by the Contractor by email at, say, 6am on Wednesday 24 December 2025 will not be 'deemed' received by the Employer until Monday 29 December 2025 (accounting for the two Bank Holidays and the weekend), when in reality, it will likely have safely landed in the Employer's inbox within a few seconds.

(In such circumstances, the Contractor might have been better advised to brave the snow and deliver the notice by (cold) hand, in accordance with clause 1.7.4.1.)

This is not a position in which either Party would wish to find themselves in any dispute, as none of the related arguments (on either side) are particularly attractive, and it is easily avoidable.

The second recommendation is therefore for both Parties to dispel the notion of email as a means of almost instant communication, and to give any notices at the earliest possible opportunity, particularly in the case of those notices required to be given in accordance with clause 1.7.4.

Automated email replies and collaborative working

Now, in most contexts, the automatic email reply brings with it only disappointment, and dejection.

However, it could be boldly reimagined as an automated acknowledgment of receipt of the other Party's notice, which need bring only reassurance and peace of mind (even if the contents of the notice are subsequently hotly disputed).

For this to work in practice, each Party would need to set up a dedicated email address (for example, 'projectname-notices@employer.co.uk'), rather than one linked to any individual.

This dedicated email address could then be monitored by more than one person (and further to the point above, could apply to both clause 1.7.3 and clause 1.7.4).

This recommendation is relatively straightforward to implement, and would promote certainty between the Parties.

It has the further advantage of aligning with the newly promoted Article 3 (*Collaborative working*) (formerly but a lowly Supplemental Provision), which requires the Parties to work with each other in a 'co-operative and collaborative manner, in good faith and in a spirit of trust and respect'.

Clause 2.24.4 (Notice by Contractor of delay to progress)

Clause 2.24 relates to the Contractor's obligation to notify the Employer of delays to the progress of the Works, and sets out the

information and particulars the Contractor must include within the relevant notices.

On receipt of those particulars (or any notification of a material change in the estimated delay, or in any other particulars), the newly introduced clause 2.24.4 provides the Employer with a 14-day review period, to consider whether it requires any further information reasonably necessary to enable it to make a decision in respect of the Contractor's entitlement to an extension of time.

However, clause 2.24.4 does not set out what happens if, for example, the Employer requires further information *after* the 14-day review period, or the Employer makes no request for further information which might be considered reasonably necessary.

Furthermore, the updated clause 2.25.2 (*Fixing Completion Date*) considerably reduces the period for the Employer to notify the Contractor of its decision, from a maximum of 12 weeks to 8 weeks.

Taken together, the Employer has a more difficult task.

The Employer is therefore encouraged to undertake an initial detailed review immediately upon receipt of the information and particulars provided by the Contractor, to gain the maximum benefit of the 14-day review period, and to be as specific as possible in any request to the Contractor.

Similarly, and in the spirit of co-operation and collaboration embodied by the new Article 3, the Contractor is encouraged to check with the Employer at the earliest opportunity whether it requires any such further information, or perhaps whether it requires this further information in a different form (for example, by way of a guided presentation of the relevant programme).

Clause 4.21.6 and clause 4.21.7 (*Relevant Matters*)

Clause 4.21 contains two new Relevant Matters, which entitle the Contractor in principle to reimbursement of direct loss and expense:

- clause 4.21.6, relating to epidemics, and
- clause 4.21.7, relating to changes in law, the exercise of statutory powers, and the publication of certain guidance.

(There are also corresponding new Relevant Events in clause 2.26.7 and clause 2.26.8 respectively, which entitle the Contractor in principle to extensions of time.)

However, these Relevant Matters are unlike the others (or any of the Relevant Events, including those in clause 2.26.7 and clause 2.26.8), in the sense that they are optional: if the Parties wish for them to apply, then they must state so against the corresponding references in the Contract Particulars.

The corresponding note within the Contract Particulars provides that if the Parties fail to delete either entry, the default position is that the clauses do *not* apply.

Whilst this is also referenced at the beginning of both clause 4.21.6 and clause 4.21.7, the Parties are nonetheless encouraged to add both of these Relevant Matters to their respective pre-contract reviews of the Contract Particulars, to ensure that they reflect the agreements reached in principle.

Clause 9.1 (*Notification and negotiation of disputes*)

The drafting of clause 9.1 was previously included in (the optional) Supplemental Provision 10 of DB16, but now joins the ranks of the Conditions, and is therefore mandatory. It will therefore likely feature more prominently in related disputes.

Its objective is to resolve disputes at an early stage, or better still, to avoid them altogether.

The Parties are first required to notify each other of any matter which '*appears likely*' to result in a dispute (potentially a rather long list, it is admitted).

Following this notification, the senior executives nominated in the Contract Particulars must meet as soon as they can to negotiate in good faith, and hopefully thereby resolve the dispute.

Properly conducted, these negotiations should often prove considerably quicker and less expensive than the other more formal methods of dispute resolution listed (namely adjudication, mediation, and either arbitration or litigation).

The Parties may therefore wish to consider the following further recommendations, to help ensure that these negotiations are successful:

- The senior executives should first meet before the Parties enter into contract, a time which regrettably often represents the high-water mark of good relations.
- Rather than wait for a dispute to arise (and therefore potentially place great pressure on the subsequent negotiations), the senior executives should meet regularly throughout the course of the project. This should help them gain a better shared understanding of the project, and its potential difficulties.
- Depending on the nature of the potential dispute, it may also be helpful for the senior executives to jointly appoint an independent expert, to help improve their shared understanding.
- When negotiations take place, each senior executive should take an attendance note (or better still, agree a joint attendance note) of the discussions and actions required.

Taken together, these measures should help foster an environment of trust and collaboration, where good faith negotiations and dialogue can still take place, even in the face of multiple and complex disputes.

Further resources

For those working with DB24, and whether acting on behalf of the Contractor or the Employer, further help is at hand.

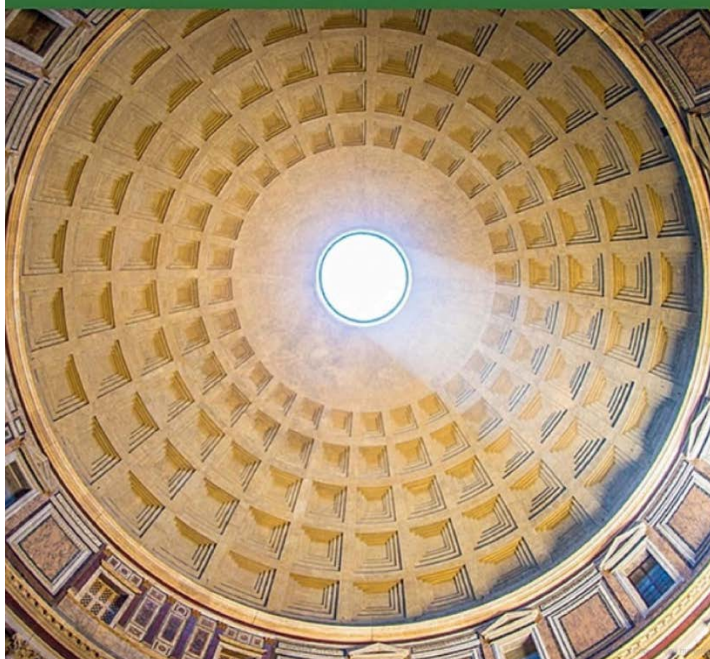
'*Guide to the JCT Design and Build Contract (2024 Edition)*' is now available in all (right-thinking) bookshops, and offers a straightforward reference to help practitioners understand the rights and obligations of the parties, and to administrate DB24 in an accurate and timely manner:

- Part 1 provides commentary on all the key provisions of the Contract, in plain English. It adopts the same structure as the Contract and includes the relevant extracts to reduce the

Guide to the JCT Design and Build Contract (2024 Edition)

Seán Mac Labhraí

With a Foreword from Karen Kirkham, Chair of the JCT



need for cross-referencing. There is also guidance on current market practice, and recommendations for best practice.

- Part 2 contains over 300 corresponding resources for the administration of the Contract, by both the Contractor and the Employer. It includes notice and other correspondence templates, checklists, and trackers to assist record keeping.

As well as my own modest effort, I would heartily recommend the ever-excellent guides co-authored by Sarah Lupton and Manos Stellakis, which are available not only for DB24, but also for the Standard Building Contract, the Intermediate Building Contract, and the Minor Works Building Contract.

Conclusion

A key feature of both Guides is their shared assumption that DB24 will remain as the gods / the JCT Drafting Sub-committee intended: as far as possible, unamended.

Of course it is recognised that certain amendments will often be necessary, to properly reflect the requirements of individual projects and the parties. Indeed, the JCT's DB24 Guide provides suggested drafting for a cap on the Contractor's liability.

However, it is submitted that, after extensive consultation, DB24 preserves and refines the very carefully considered risk allocation between the Contractor and the Employer, and the parties are therefore encouraged, as far as possible, to adopt it as drafted.

Seán Mac Labhraí is a solicitor, and the author of 'Guide to the JCT Design and Build Contract (2024 Edition)', available at [Routledge](#).

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A Shift in JCT's Approach?

The introduction of the Target Cost Contract marks a significant step for JCT, potentially signalling a shift towards more open and cooperative contracting. The contract's structure, while familiar to JCT users, incorporates mechanisms for risk sharing and cost transparency that have made NEC's target cost options so popular. The pain/gain share, open-book cost verification, and flexible adjustment provisions are all designed to foster collaboration and early identification of issues.

Time will tell whether – and to what extent – these provisions will be adapted to fit employer and contractor needs, but initial indications suggest this could become a popular form of contract for larger and more complex projects.

Conclusion

The JCT Target Cost Contract 2024 brings a new dimension to the JCT suite, offering a transparent cost management mechanism that incentivises collaboration. For those familiar with JCT's traditional forms, the learning curve is gentle, but understanding the nuances of the target cost approach will be key to successful project delivery under this new contract. It is essential that parties using this form are fully aware of the cost mechanism and the risks, as well as the rewards, it can bring.

This article was originally published on [CMS Law-Now](#).

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DIEGO PADILLA-PHILIPPS TO GIVE THE JCT POVEY LECTURE 2025



Diego Padilla-Philipps, director, Decarbonisation and Innovation for Building Structures, WSP, has been announced as the speaker for the JCT Povey Lecture 2025, taking place on Thursday, 13 November.

The title of Diego's presentation is "Human-Centred, Evidence-Based Augmented Intelligence in Building Design".

At the forefront of modern construction, from both a design and engineering perspective, Diego will discuss the transformative power of automation and AI in the design of better buildings, and its potential to help us navigate the complexities of modern projects, ambitious sustainability targets, and the need for interdisciplinary collaboration.

Automation is allowing us to integrate multiple objectives and generate thousands of design options during the concept stage. This enables clients to choose the most optimal design early in the project, ensuring efficiency and effectiveness. The future of design is already here, and it is going to change everything.

About the speaker

Diego Padilla-Philipps is WSP's director of Decarbonisation and Innovation for Building Structures. In this role he works towards creating zero carbon buildings to address the climate emergency.

He has led the creation of WSP's structures decarbonisation roadmap and continues to deliver on its commitment to half the emissions of their designs and advice by 2030.

Diego's current focus is on digital innovation, harvesting the power of AI to create tools and processes that help engineers, designers, and clients to create better buildings.

As a structural engineer his experience varies from tall building design to complex basements, from office refurbishments to cultural venues. He was the lead engineer for the design and delivery of 22 Bishopsgate, London.

The JCT Povey Lecture

The JCT Povey Lecture is an online event hosted and presented this year by JCT vice-chair, Sean Smylie. Sean will give a welcome address and also host a post-event discussion/Q&A, for which audience members will be able to submit questions via the online interface.

The JCT Povey Lecture is open to members of the JCT Network. To receive an invite, the JCT Network can be joined at www.jctltd.co.uk/network-signup. The event will take place at 4.00 p.m. on Thursday, 13 November 2025.

The JCT Povey Lecture was inaugurated in 2003 to acknowledge and pay tribute to Philip Povey, who served JCT for fifty years. The lecture is an annual event at which an eminent person is invited to give their thoughts on significant matters relevant to the construction and property industry. The purpose of the series is to stimulate thought and encourage ways of continuing to improve the quality and value of construction output.

For more information and to view past presentations, visit: corporate.jctltd.co.uk/category/jct-povey-lecture/.



**IMPORTANT
MESSAGE**

**JCT 2016 Contracts will no longer
be available from 31 March 2026.**

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JCT TRAINING: PLACES AVAILABLE ON OUR AUTUMN 2025 COURSES



The Autumn 2025 series of JCT Training is underway but there are still some places available on our range of online courses.

The sessions to take place and the dates are as follows:

Online courses

Wednesday, 22 October 2025

JCT Design and Build Contract 2024

Wednesday, 19 November 2025

JCT Minor Works Building Contract 2024

Don't forget our latest JCT Training Video Modules covering contracts from the JCT 2024 Edition – our series, '**Which JCT Contract is best for your project?**' has been updated to include the JCT 2024 Edition and the newly released Target Cost Contract.



The autumn courses are now open for booking at www.jctltd.co.uk/jct-training/available-courses.

The latest JCT Training Video Modules can be purchased at www.jctltd.co.uk/category/jct-training-videos.



Charlie Saunders

Director, Emerson Bond

Charlie, tell us about your experience, contributions, and reasons for leaving, along with your perspective on the JCT YPG and future goals.

Experience and Contributions:

JCT: Can you describe your role and responsibilities during your time as a member?

My responsibilities included identifying trending topics and leveraging industry contacts to arrange relevant CPD and networking events for young professionals. I also contributed to shaping the group's strategy during monthly meetings with JCT and other group leaders. My involvement extended to stakeholder management and promotional efforts in the lead-up to events, as well as overseeing event logistics and delivering public speaking on the day.

JCT: What were some of your biggest accomplishments or projects during your membership?

I was one of the founding leaders of the group, established in early 2020 just before the COVID-19 pandemic. Despite the challenges the pandemic posed (particularly to in-person networking), we helped grow the group from its inception into a substantial industry networking platform. Notable highlights include joint events with RICS Matrics and CIOB Tomorrow's Leaders, the most recent of which sold around 200 tickets.

JCT: How did you contribute to the leader team/groups' success?

A key part of my contribution was fostering cross-disciplinary collaboration by establishing relationships with other industry bodies. I also co-hosted technical roundtable discussions with solicitors, allowing our members to explore key industry topics from both a surveyor and solicitor's perspectives.

On top of this, I provided feedback on the group's website and ticketing platform to ensure a more seamless experience for our members.

Reasons for Leaving and Perspective:

JCT: Why did you choose to leave the YPG?

As much as I enjoyed being part of the group, balancing my growing professional responsibilities and industry involvement with personal commitments became increasingly challenging. In addition to my leadership role at the YPG, I regularly visited schools as an industry ambassador for both RICS and STEM Learning, actively contributed to the RICS Matrics London committee, as well as my daily duties as a director at a growing development monitoring consultancy. To maintain a healthy balance, I had to make the decision to consolidate my industry involvement.

JCT: What advice would you give to current YPG members?

Wherever possible, take the opportunity to get involved - whether as a leader or an active member of the group. It's a fantastic way to expand your network, develop soft skills, and accelerate your career. In the construction and property industries, teamwork is essential, and there's no better way to gain an appreciation of other stakeholders' roles than by engaging with them and offering your own insights. Don't be afraid to put yourself out there and share your experiences.

JCT: What did you learn or gain from your experience as a YPG founder member leader?

The key benefits of being part of the group include a larger and more diverse professional network, a better appreciation for the interface between different disciplines within the property industry, and improved soft skills gained through arranging, hosting, and managing events.

Future Goals and Aspirations:

JCT: What are your current career goals or aspirations?

Over the past six years, I have transitioned from traditional quantity surveying to focus on development monitoring and due diligence. Looking ahead, my goal is to establish myself as a leader in the development monitoring field and to broaden my service offering beyond funders to include developers and contractors. I aim to leverage my expertise to bridge the gap between finance, construction and development, supporting businesses in managing risk, securing finance and achieving sustainable growth.

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