

JCTNEWS

THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

THE NEST, CHICHESTER FESTIVAL THEATRE, CHICHESTER



The Nest

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At Chichester Festival Theatre, a new kind of performance space has taken shape among the trees. The Nest is a 120-capacity demountable studio theatre, providing a flexible home for emerging artists, local creatives and community activity. It was built on a JCT Intermediate Building Contract with contractor's design.

Opened in summer 2025, The Nest hosts fringe theatre, comedy, live music, family performances, open-mic events and other experimental work, while also supporting Chichester Festival Theatre's Future Theatre Makers programme.

The single-storey building sits between the Festival Theatre and Northgate car park, carefully positioned around the existing woodland rather than imposing itself upon it. Its compact footprint incorporates a thrust-format auditorium, bar and accessible facilities, creating an intimate and informal

counterpart to CFT's larger theatres. The auditorium's flexible arrangement allows the space to adapt to different types of performance, rehearsal, workshop and community use.

A form in harmony with its setting

Designed by Reed Watts Architecture, with Ascia Construction as the main contractor, The Nest's relationship with the surrounding trees was central to the architectural concept. Rather than treating the woodland as scenery around a conventional building, the design deliberately seeks to blur the distinction between built form and its natural setting.

The building's envelope helps achieve this. Its timber-embossed panels are partially reflective, catching the changing colours and movement of the trees and sky. As a result, the external surfaces visually dematerialise the building, allowing it to recede into its surroundings rather than competing

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The Nest

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with them. The approach is particularly appropriate for a project conceived as temporary: the theatre reads less as a permanent object imposed on the park and more as a lightweight intervention within it.

The building's low-impact foundations reinforce this philosophy. Screw piles were selected instead of conventional permanent foundations, allowing the structure to be removed with limited disturbance when its time at Chichester comes to an end. Planning proposals envisaged a five-year pop-up lifespan, with no trees removed from the site.

Building with what already exists

The most significant sustainability decision was made before construction began. Rather than starting with a new structural frame, the project was based around an existing 'ModTruss' aluminium structure.

Originally developed by Triple E in partnership with the Pleasance Theatre, the lightweight modular system was first used as a temporary performance venue in 2017. It travelled between the Edinburgh Festival and London, where it operated as Pleasance Downstairs, before being given a new life at Chichester. The transition from a temporary courtyard venue to a woodland theatre was not simply a matter of relocation; the existing structure was over-clad to improve fire safety, acoustics, thermal performance and appearance.

Other elements carry equally distinctive histories. The aluminium cladding panels were salvaged from the floor of a fairground dodgems ride dating from 1963, the year after Chichester Festival Theatre opened. Inside, salvaged seating was reupholstered and incorporated into the 120-seat auditorium. These interventions turn reuse into an architectural language rather than treating reclaimed materials as hidden components.

The result is a project in which material provenance becomes part of the building's story. Components that might otherwise have become waste have instead been retained, adapted and given another productive life.

Carbon reduction by design

The Nest's sustainability strategy goes beyond specifying individual low-carbon products. Its fundamental aim is to reduce reliance on fossil fuels by questioning the conventional assumption that a new building should be constructed predominantly from new materials and then remain permanently fixed to one location.

According to the project data, 64% of the building is salvaged from previous use, while 90% of its materials are recoverable at the end of its life. New materials are used in their raw form wherever possible, with the majority being FSC-certified timber. This simplifies construction and, importantly, makes future disassembly and recovery more straightforward.

That circular approach is reflected in the building's intended future. The Nest is designed to be dismantled and potentially moved to another location when its Chichester use comes to an end, extending the useful life of its components and avoiding the carbon burden associated with demolition and replacement.

The carbon calculations provide a useful measure of the strategy's effectiveness. Life-cycle analysis puts the project's embodied carbon at below 450kgCO₂e/m². This outperforms RIBA's Sustainable Outcomes guidance by 20%.

A contract suited to a collaborative, specialist build

For a project of this unusual nature, the choice of JCT Intermediate Building Contract with contractor's design is a pragmatic fit. The scheme combines an established architectural concept with specialist construction knowledge, particularly around the

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FRANCO MASTRANDREA TO GIVE THE JCT POVEY LECTURE 2026



Franco Mastrandrea, partner, HKA, has been announced as the speaker for the JCT Povey Lecture 2026, taking place on Tuesday, 17 November.

The title of Franco's presentation is *"Notice Provisions – Has the Drafting Pendulum Swung Too Far?"*

Bringing his considerable experience of international project management, dispute resolution, and construction legal issues to bear, Franco's analysis and discussion of the current contract drafting landscape will be an essential event for all those working with JCT contracts.

About the speaker

Franco Mastrandrea is a chartered quantity surveyor and chartered arbitrator with over 40 years of experience in the construction industry. He has acted as expert on more than 50 international project management, delay and quantum-related disputes.

From London to Australia and Canada to Antarctica, Franco has extensive and diverse dispute resolution expertise. With an established record in drafting, interpreting and applying commercial terms in contracts, he successfully combines both knowledge and experience under traditional cross-examination and hot-tubbing.

Franco's expert commissions cover a wide range of industries including oil and gas in Australia, Canada, Kazakhstan, North Africa and South East Asia; transport infrastructure in the Caribbean and the UK; power generation, from CCGT to windfarms, in the UK; and numerous building and infrastructure projects around the world.

Franco holds a doctorate that addresses the law, practice and quantification of construction claims. He is a CEDR-accredited mediator, on the RICS register of Dispute Board Members and the FIDIC President's list of adjudicators, a chartered arbitrator, and on arbitrator lists maintained by RICS and international arbitration centres in Dubai, Hong Kong and Singapore. Franco has written extensively on the evaluation of construction claims and is listed in Lexology Index as a "highly respected expert" who is "a really extraordinary witness".

The JCT Povey Lecture

The JCT Povey Lecture is an online event hosted and presented by JCT chair, Karen Kirkham.

Karen 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 Tuesday, 17 November 2026.

The JCT Povey Lecture was inaugurated in 2003 to acknowledge and pay tribute to Philip Povey, who served JCT for fifty years. 2026 will be the 24th Povey Lecture.

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/.



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RISK OF BEING CAUGHT OUT BY JCT CONTRACT TRANSITION

PHIL CATON - PARTNER, AARON & PARTNERS



KEY POINTS

- The JCT confirmed its 2016 suite will remain available until the end of 2026.
- Organisations that postpone reviewing contracts, amendment schedules and internal procedures risk a more complex and costly transition later on.
- JCT 2024 introduces changes reflecting major industry developments.
- Many firms are likely to find themselves administering projects under both JCT 2016 and JCT 2024 simultaneously.
- Early planning, staff training and a review of existing contractual documentation will help businesses minimise risk.

When the Joint Contracts Tribunal (JCT) published its 2024 suite of contracts, it marked the first major update to the standard forms in almost a decade. The new suite reflects developments across the construction sector since JCT 2016 was introduced, including building safety reforms, growing emphasis on sustainability, and changes in the way construction projects are delivered.

More recently, JCT confirmed that the 2016 suite will remain available until 31 December 2026. That decision has been broadly welcomed across the industry, providing valuable extra time for organisations to review their contractual arrangements and become familiar with the revised forms.

In my view, the extension is a sensible and practical response to the complex realities of construction procurement. But, crucially, it should not be viewed as a reason to postpone preparations for JCT 2024.

Why the extension was necessary

Construction projects rarely operate to neat timetables. At the point JCT 2024 was launched, a significant number of projects had already been procured using JCT 2016 contracts, or were progressing through procurement processes built around the 2016 suite. Plenty of employers, contractors, consultants and funders will have invested a great deal of time negotiating amendments and allocating risk on the basis of those familiar forms.

For many projects, particularly larger developments, changing contractual frameworks during procurement would have introduced unnecessary complexity.

Where an employer has selected a JCT 2016 form as the basis of a project, that decision often influences contractual arrangements throughout the supply chain. Main contractors will often enter into corresponding sub-contracts, for example. Consultants may find themselves appointed under related forms. Funders and insurers will likely have reviewed contractual arrangements on that basis.

Introducing a different suite midway through the process would not be straightforward.

This issue becomes more pertinent when considering tier two and tier three contractors. Whilst some major employers and contractors may have dedicated legal and commercial teams capable of implementing contractual change relatively quickly, smaller businesses often have fewer resources available to review new documentation and update internal processes.

In practical terms, many organisations are likely to find themselves operating both the 2016 and 2024 suites side by side over the next eighteen months. That is likely to create additional administrative and training requirements, particularly where teams are responsible for projects procured under different editions of the contract.

The confirmed extension acknowledges these realities and provides breathing space for businesses managing the transition. For many organisations, particularly those operating across multiple projects and supply chains, that additional certainty will be welcomed.

Avoiding complacency

I know from the conversations I have with those across the construction sector that the extension has been welcomed by many firms, removing some of the immediate pressure associated with the transition to JCT 2024. However, there is a risk that businesses interpret the additional time as a reason to postpone reviewing their contractual arrangements altogether.

Rather than the withdrawal of JCT 2016 itself, the main risk facing organisations may be underestimating the actual work required to move to JCT 2024. Many of the changes incorporated within JCT 2024 reflect developments that have already occurred within the industry, particularly in relation to aspects such as building safety, sustainability and project administration. Those issues do not disappear just because JCT 2016 remains available for an extended period.

The purpose of the extension is to support an orderly transition and accommodate projects already progressing under the 2016 suite. It should not be viewed as an indication that businesses can simply revisit the issue towards the end of 2026 and I would strongly advise against doing this.

Businesses that continue to treat the transition as a future issue may find themselves revisiting amendment schedules, internal procedures and staff training requirements at the same time as active procurement programmes are already underway.

The extension provides welcome flexibility, but it does not remove the need to prepare for transition. Nor does it change the fact that many businesses will ultimately need to become familiar with the revised suite.

A very different industry from 2016

It is important to consider why JCT considered it necessary to draw up a new set of guidelines in the first place. Just like many other sectors, the construction industry has changed quite drastically since 2016. The Grenfell Tower tragedy and the subsequent introduction of the *Building Safety Act 2022* have fundamentally altered expectations around accountability, compliance and information management within construction projects.

Alongside this, the sector has experienced the detrimental effects of the pandemic, labour shortages, significant supply chain disruption and sustained inflationary pressures. Those challenges have affected projects of all sizes and have forced many organisations to reassess established ways of working.

Environmental considerations have also become increasingly prominent. Many clients now expect contractors and consultants to demonstrate a crystal clear understanding of sustainability objectives and environmental performance. In turn, these developments have influenced the way projects are procured, administered and delivered.

Some might conclude that JCT 2024 was overdue. Against that backdrop, the publication of JCT 2024 should not be regarded as a routine update. It is much more than that. In several areas, the revised suite reflects substantive changes in legislation and industry practice rather than simple drafting updates. The changes are not merely cosmetic. Whilst many familiar principles remain intact, the revised suite incorporates changes intended to reflect the legal, commercial and operational environment in which projects are now delivered.

Building Safety Act considerations

The *Building Safety Act* is the biggest cause of significant changes in JCT 2024.

This legislation meant extensive reforms and new obligations that were hoped to improve standards of accountability and safety throughout the construction process. Many of those obligations already exist independently of the contract itself. However, JCT 2024 seeks to reflect the new legislative framework and support compliance with relevant duties.

The practical implications here are significant. Construction contracts do not operate in isolation. They are one part of a broader framework governing project delivery, compliance and risk management. As a result, contractual provisions need to be considered alongside operational and administrative processes rather than in isolation.

Where contractual obligations are inconsistent with statutory requirements, difficulties can arise.

The revised JCT provisions seek to address this by incorporating requirements relating to information provision, cooperation and compliance with relevant building safety obligations.

For employers, contractors and consultants, reviewing the wording of the contract will only be part of the exercise. The more difficult question may be whether the procedures sitting behind the contract are capable of meeting the obligations now being assumed.

That may include how information is recorded and shared, who is responsible for particular compliance steps, and whether existing document management systems are fit for purpose.

Those points will be project-specific, but they should be considered early – before the new forms are adopted. Doing so is often easier than attempting to resolve them during delivery.

Sustainability and contractual obligations

Another area where JCT 2024 reflects developments within the industry is sustainability.

In a bid to keep pace with industry and wider global developments, many businesses are placing a greater emphasis on environmental performance, carbon reduction and sustainable construction practices.

The revised contracts seek to support that approach – they include provisions intended to spark discussion and cooperation between project participants when it comes to sustainability objectives. They may not radically alter the allocation of risk, but these provisions recognise that environmental considerations now form a key part of mainstream construction procurement.

One of the most valuable tasks organisations can do during the current transition period is a careful review of their standard schedules of amendments. Many firms have developed amendment schedules over a number of years. In some cases, those amendments have evolved incrementally through successive projects.

Certain provisions may have been introduced in response to a particular project requirement. Others may have been adopted from previous contractual arrangements without detailed reconsideration. It is not uncommon to encounter amendment schedules that have grown substantially over time.

The arrival of JCT 2024 gives leaders an opportunity for a careful review of those documents. Organisations that leave this exercise until the latter stages of the transition period may find that the scale of review required is greater than anticipated, particularly where amendment schedules have evolved over

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many years. Some amendments may duplicate provisions already contained within the revised suite. Others may no longer reflect current legislation or industry practice. Certain amendments may interact differently with the updated contractual wording than they did with JCT 2016.

A wholesale transfer of existing amendments into JCT 2024 without review may therefore create unnecessary risk. The primary objective should be to ensure that they remain effective and consistent with the contractual framework to which they are being applied.

This exercise can also help organisations identify areas where historic approaches to risk allocation may warrant reconsideration.

Practical steps for businesses

For organisations planning their transition strategy, I'd recommend considering several practical steps. First and foremost, identify which projects are likely to remain under JCT 2016 and which may move onto JCT 2024 over the coming months.

Secondly, review standard precedent documents and amendment schedules. This can be a useful opportunity to

identify inconsistencies and ensure documentation remains fit for purpose. The transition period provides an opportunity to assess whether existing documentation continues to meet the organisation's requirements.

Thirdly, consider training. Contract administrators, project managers and commercial teams should understand the key differences between the two suites and be comfortable administering projects under both forms where necessary.

Finally, review internal procedures. Many contractual obligations depend upon effective project administration. Ensuring that internal systems align with contractual requirements can often be as important as understanding the wording of the contract itself.

The extension provides additional time, but it should not be mistaken for an opportunity to defer planning indefinitely. Early preparation is likely to place businesses in a far stronger position than a last-minute review as the transition period draws to a close.

This article was originally published in the July issue of Construction Law.

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adaptation, installation and upgrading of the reused 'ModTruss' system.

A contractor's design element allows specialist knowledge to be brought into the delivery process without abandoning the architect's core design intent. That is particularly valuable where existing components have to be surveyed, adapted and integrated with new construction, rather than simply installed according to a conventional new-build specification.

It also supports the project's wider objectives. The Nest demanded coordination between architectural ambition, structural reuse, fire and acoustic upgrades, temporary construction techniques and

future disassembly. A contract structure capable of allocating defined design responsibility to the contractor can help turn those principles into buildable details while maintaining clear responsibility for delivery.

There is an important lesson here for the wider construction sector. The Nest demonstrates that a temporary building need not be a disposable one. By designing for recovery, reuse and relocation from the outset – and by combining reclaimed components with responsibly sourced new timber – the project treats the end of a building's first life not as demolition, but as the beginning of its next.

PROJECT TEAM AND DATA:

LOCATION:	Chichester Festival Theatre	MAIN CONTRACTOR:	Ascia Construction
START:	December 2024	STRUCTURAL ENGINEER:	Momentum
COMPLETION:	June 2025	M&E CONSULTANT:	Skelly & Couch
GROSS INTERNAL FLOOR AREA:	134m²	QUANTITY SURVEYOR:	Mitchell Price
GROSS (INTERNAL + EXTERNAL) FLOOR AREA:	326m²	FRAME/MODTRUSS DESIGNER:	Triple E
CONTRACT:	JCT Intermediate Building Contract with contractor's design	THEATRE CONSULTANT + PROJECT MANAGER:	Plann
COST :	£974,000 (excluding VAT)	ACOUSTIC CONSULTANT:	Dice
ARCHITECT+PRINCIPAL DESIGNER:	Reed Watts	APPROVED BUILDING INSPECTOR:	Salus
CLIENT:	Chichester Festival Theatre	FRAME/MODTRUSS CONTRACTOR:	EEE Build
		CAD SOFTWARE:	ArchiCAD

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NEW COURSE ADDED TO JCT TRAINING RANGE



'Administering JCT 2024 Contracts' is the latest course to be added to the JCT Training portfolio. It will be introduced as part of the Autumn 2026 series of JCT Training, and will take place as a full-day, in-person course.

'Administering JCT 2024 Contracts'

Using the unamended JCT Design and Build Contract 2024 as its reference, this practical course provides a commercial understanding of the key provisions, enabling you to administer the contract accurately and effectively. Delivered from both the Contractor's and Employer's perspectives, the course covers:

- Navigating key contractual mechanisms (e.g. delays and extensions of time; reimbursement of loss and expense; inadequacies, divergences, and discrepancies in the Contract Documents; and the Design Submission Procedure), and the issuing of related notices and replies.
- Reducing the likelihood of disputes, and mitigating their impact, through careful contract administration and record keeping.
- Identifying and managing common problems and challenges encountered on live projects.
- Understanding the risk allocation between the Contractor and the Employer.

This course will be as practical and interactive as possible, with a focus on drafting exercises, problem questions, and worked examples from real-world project scenarios.

JCT Training Autumn 2026 Series – Courses and Dates

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

In person courses

Thursday, 8th October 2026

JCT Design and Build Contract 2024 **[sold out]**

Tuesday, 13th October 2026

Working with JCT Contracts 2024 (the Legal Aspects) **[sold out]**

Thursday, 12th November 2026

JCT Intermediate Building Contract 2024

Thursday, 19th November 2026

Administering JCT 2024 Contracts **[sold out]**

Online courses

Wednesday, 21st October 2026

JCT Minor Works Building Contract 2024

Wednesday, 4th November 2026

JCT Design and Build Contract 2024

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

JCT Training Video Modules

Have you discovered the JCT Training Video Modules – covering contracts from the JCT 2024 Edition? The latest in our series, 'Introduction to JCT Sub-Contracts 2024' provides an overview of the provisions found in JCT Sub-Contracts, using the Design and Build Sub-Contract 2024 as a main reference point.

You can also find video modules relating to a number of other contracts and contract-related issues.

Find out more at www.jctltd.co.uk/category/jct-training-videos.



JCT EXPLAINS...INTERIM PAYMENTS

In this feature for JCT News, we break down some of the key sections and clauses within the JCT contract to explain and provide more information about how these elements function in practice. The issue looks in more detail at the process of interim payments.

Interim payment procedure under the JCT Standard Building Contract 2024

Generally, the provisions relating to valuation, certificates, notices and payment (interim and final) are the same or similar for many of the JCT main and sub-contracts. In this article, we refer to the **JCT Standard Building Contract 2024 (SBC)**.

SBC includes detailed provisions for payment as the works progress. The payment cycle is based on the issue of interim certificates on a monthly basis. The payment provisions are contained in section 4 of the contract form.

Due dates for interim payments

SBC starts by defining the due dates for interim payments, which under the Construction Act must be fixed. For the period up to the due date for the final payment, the monthly due dates for interim payments by the employer are in each case the date 7 days after the relevant 'Interim Valuation Date' specified in the contract particulars.

The Interim Valuation Date system

The concept of interim valuation dates (IVD) was introduced in the 2016 edition of JCT contracts in support of the government's 2014 Construction Supply Chain Payment Charter. The Charter

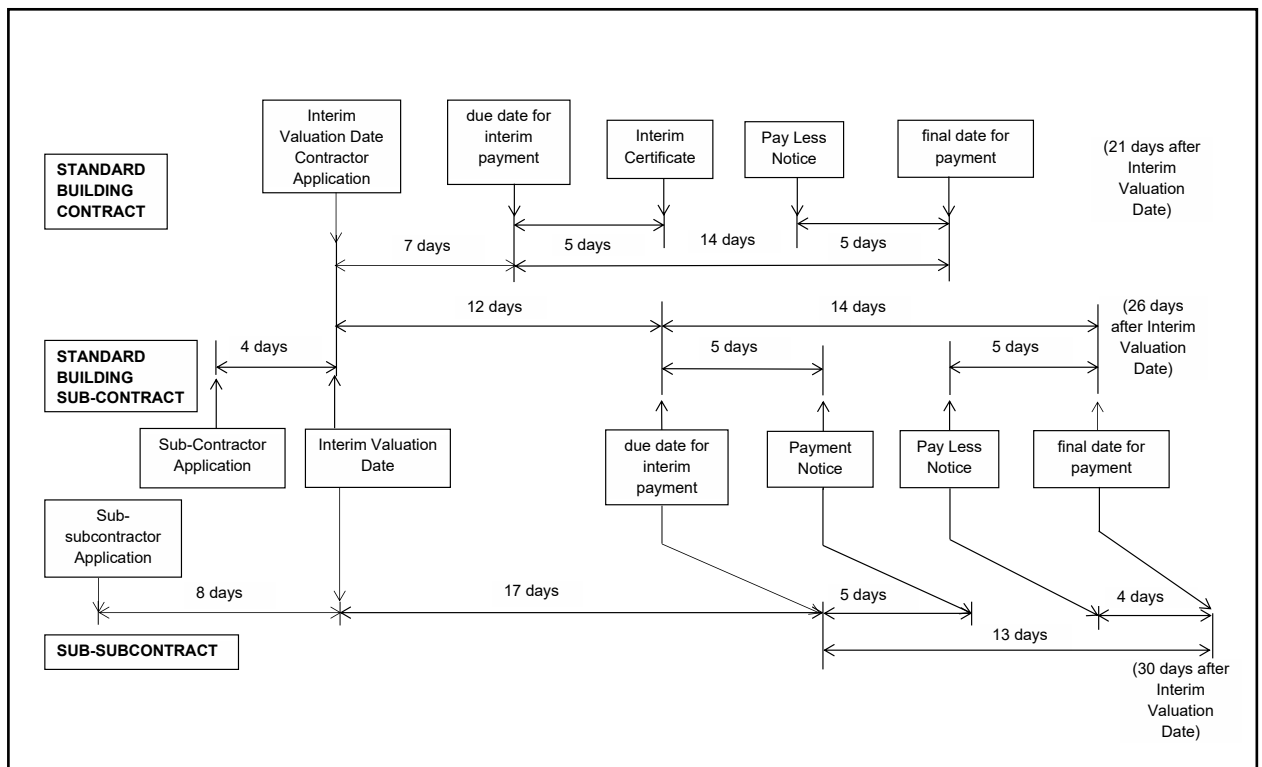
has since been withdrawn and replaced by other government actions and initiatives aimed at ensuring certainty of payment and fair payment practices within public body supply chains.

JCT's IVD system is designed to streamline the payment process across the contractual chain, to allow for interim payments at main contract level and downstream to be assessed on the same date each month and paid shortly thereafter.

In SBC the system works by requiring the parties to specify the first IVD in the contract particulars. JCT recommends that the first IVD is not more than one month after the date of possession. Should the parties fail to agree on a date, a default date is provided for in the contract particulars, which is one month after the date of possession. Subsequent IVDs are then the same date in each month, or the nearest 'Business Day' in that month. (Employers and (in relation to sub-contracts) contractors should take careful note of the fact that the IVD is capable of being adjusted because any alteration in the IVD will directly affect the due date and, amongst other things, the 5 day period for issue of the interim certificate, the last date for giving a pay less notice and the final date for payment.)

The payments can be streamlined between tiers by using JCT sub-contracts and sub-subcontracts which provide for the IVD under the main contract to apply to the payment process under the sub-contract/sub-subcontract.

The payment provisions are designed to have payment periods not exceeding 30 days, so as to conform with fair payment principles. The system is demonstrated in the following diagram.



Interim certificates and valuations

The architect/contract administrator is required to issue an interim certificate within 5 days of the due date, this being the maximum period allowed under the Construction Act (clause 4.9 of SBC) stating the sum it considers to be or have been due to the contractor at the due date, calculated in accordance with clauses 4.14 and 4.15. Clause 4.14 sets out the 'Gross Valuation' rules for interim payments, i.e. the basis for calculating amounts that have fallen due under the contract. The Gross Valuation is calculated as at the Interim Valuation Date (clause 4.14). Certain deductions are made against the Gross Valuation figure under clause 4.15, e.g. any amount that is to be retained by the employer under the retention provisions.

The quantity surveyor is responsible for preparing interim valuations whenever the architect/contract administrator considers them necessary for ascertaining the sum due in an interim certificate (clause 4.9).

SBC makes it clear that an interim certificate is not of itself conclusive evidence that work is in accordance with the contract (clause 1.10). Under clause 4.15, the part of the gross value for work executed is for the value of work 'properly executed', but the interim payment mechanism has to allow for the fact that as the work progresses things may change, and sums included in an earlier certificate, e.g. for works and materials may be omitted in a later one.

Interim payments – contractor's payment applications, payment notices and pay less notices etc.

In relation to any interim payment, the contractor may not later than the interim valuation date make an application to the quantity surveyor stating the sum that the contractor considers to be due at the due date and the basis on which that sum has been calculated (clause 4.10.1).

The payment provisions then set out the default mechanism that is provided for by section 110B of the Construction Act. In default of an interim payment certificate being issued, they deal with the role of the contractor's payment application as a payment notice:

- If the contractor makes a payment application no later than the interim valuation date in accordance with clause 4.10.1 and there is no interim certificate by the required time, the contractor's payment application is deemed to be a payment notice (clause 4.10.2.1).
- Where the contractor has not made a payment application, it may at any time after the last date for issue of the interim certificate give a payment notice to the quantity surveyor stating the sum that the contractor considers to have become due to it under clauses 4.14 (Gross Valuation) and 4.15 (sum due) at the relevant due date and the basis on which that sum has been calculated (clause 4.10.2.2) and (as required under the Construction Act) the final date for payment will be postponed by the number of days after the last date for issue of the interim certificate that the payment notice is given.

The contract states that the final date for payment of each interim payment is 14 days from its due date (except where the date is postponed under the default payment notice provisions referred to above). If the employer intends to pay less than the sum stated as due in an interim certificate or payment notice, it must not later than 5 days before the final date for payment, notify the contractor, in a 'pay less notice', of the sum the employer considers to be due on the date the notice is served and the basis on which this sum has been calculated (clauses 4.11.5 and 4.12). The timescale for issuing the pay less notice is short and the employer will need to act promptly if it believes it should pay less than the amount stated in the certificate or payment notice.

If there is no pay less notice within the stated time period, the employer must pay the sum stated as due in the interim certificate or payment notice by the final date for payment. Failure to do so would constitute a breach of contract, and there will be a number of remedies available to the contractor.

The contractor is entitled to interest in the event of the employer's failure to pay the whole or part of the sum due as an interim payment (clause 4.11.6). Interest is payable at 5% above the official bank rate of the Bank of England current at the date that the payment becomes overdue payable from the final date for payment until payment is made.

The contractor's right of suspension for non-payment under clause 4.13 of SBC reflects the requirements of the Construction Act. The clause provides that if the employer fails to pay a sum payable to the contractor in accordance with clause 4.11 by the final date for payment and that failure continues for 7 days after the contractor has given notice to the employer, with a copy to the architect/contract administrator, of its intention to suspend performance of its obligations and the grounds of the proposed suspension, the contractor may suspend performance of any or all of its obligations under the contract until payment is made in full. This right does not affect any other rights or remedies the contractor may have. The contractor has the right to claim costs and expenses reasonably incurred as a result of the suspension.

In practice (and as an alternative), consideration may be given to starting adjudication proceedings, as suspension causes considerable disruption to work.

Failure by the employer to pay the amount due in accordance with clause 4.11 by the final date for payment is a specified default ground under the provisions providing for termination by the contractor of its employment in section 8 of the form (SBC, clause 8.9).

In practical terms when faced with non-payment contractors should take a structured approach and consider options and any steps carefully. If there is any doubt as to any steps to be taken, professional advice should be sought.

The information in this article is adapted from JCT Contracts Discovery 2026. The process of payment is also one element covered in the range of JCT Training courses and resources. www.jctltd.co.uk/jct-training.



MEMBER SPOTLIGHT



Alexander de Caires



PROFESSIONAL SPOTLIGHT

1: My background, current position, and why I chose a career in construction

My journey began on-site as a labourer, working alongside my father, uncles and cousins, before progressing to independent work as a painter, decorator, and carpenter. This foundational experience provided me with an invaluable on-site perspective of the industry, particularly regarding the logistical challenges contractors face in managing materials, workloads, and site dynamics.

Now a qualified architect, I have a diverse international portfolio that bridges technical precision with artistic creativity. My experience ranges from contributing to offshore coastal artworks in the Maldives to delivering bespoke furniture for the London Festival of Architecture and collaborating with timber manufacturers in northern Spain. Currently, alongside artistic activities, I work in traditional architectural practice with *The Architects* in London, delivering high-end residential projects for homeowners and developers.

I have recently enjoyed significant success with *The Architects*, working on a mews development that was Highly Commended by the *Inside Housing Development Awards*, shortlisted for the *London Construction Awards*, and featured in the *Brick*

Association Bulletin. Having worked within several RIBA award-winning practices, I possess a deep understanding of the project lifecycle, from navigating complex planning constraints to thorough detailed design and completion. I am particularly passionate about uplifting challenging London sites, such as my current projects with *The Architects*, which involve backyard infill units in central London and a new flat, vertically extending an existing block, in the heart of Notting Hill.

2: What I'm proud of in the construction industry and where it could improve

I am incredibly proud of the innovators pushing the boundaries of timber construction. I am particularly inspired by the advancements in C16 homegrown timber and modular systems, which are elevating the quality and aesthetic potential of sustainable architecture.

However, there is significant room to refine our regulatory frameworks and procurement processes. As the Building Safety Act takes full effect, the industry is grappling with a degree of uncertainty and a perceived lack of public sector funding to support these transitions. Furthermore, I believe we must move toward a more collaborative mindset. The current complexities of the industry often strain professional relationships; we must

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prioritise partnership over adversity to avoid damage to the critical networks that allow us to build.

3: Future goals and aspirations

My goal is to continue delivering complex, high-quality construction projects within London while expanding my reach further into international markets, with a particular focus on northwestern Spain, where I hope to leverage my professional connections and language skills.

Looking ahead, I aim to further advance and utilise my experience in UAV piloting and point cloud scanning to bridge the gap between site capture and building information modelling. Using this technical knowhow, construction law knowledge, and craftsmanship to support innovative approaches in timber construction, delivering more technically robust, creative solutions across the projects I'm involved in.

I also intend to maintain an eclectic professional life. Alongside my architectural practice, continuing to pursue projects that challenge my craft skills and artistic creativity, ensuring my approach to the built environment remains dynamic, tactile, and innovative.

4: The role of the JCT YPG in the industry

I attended my first JCT YPG event last year at Devonshires. It was a fascinating deep dive into specific cases of construction law and a brilliant opportunity to engage with a diverse cross-section of industry professionals.

I was also grateful to connect in person with fellow member Bethany Penman; her transition from architecture to construction law at Devonshires offered a unique perspective, and her advice was invaluable during my application for the MSc in Construction Law and Dispute Resolution at King's College London. To me,

this embodies the true value of the YPG, a network that fosters cross-disciplinary support, which is essential for the collective development of our industry.

FUN QUESTIONS

1: Favourite place you've travelled

I recently returned to Brno, Czech Republic, where I studied on an Erasmus exchange over a decade ago. It is a city that perfectly balances my professional interests and personal history. Architecturally, it is a masterclass in materiality with finely detailed brick, stone, and timber buildings, as well as featuring Mies van der Rohe's Villa Tugendhat.

Brno holds a deep personal connection for me as the site of my first Erasmus exchange, a program I revisited more recently through the Erasmus for Young Entrepreneurs initiative. Having experienced firsthand how these programs foster vital European growth and lasting professional connections, I am a strong advocate for the UK's return to such exchange frameworks. In this sense, Brno represents the ideal intersection of refined architectural craftsmanship and the kind of international collaboration that remains essential for the continued development of our industry across borders.

2: Perfect day outside of work

Outside of the office, I prioritise disconnecting from screens to reconnect with family, friends, and the outdoors. My perfect day involves a mix of hiking, surfing, or tinkering on artistic projects in my shed. I am a firm believer in eclecticism, both in architecture and in life. Engaging the mind and body in varied, creative ways is the best way to maintain the agility and focus required for a demanding professional career.



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MESSAGE**

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