

# JCTNEWS

THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

## WROUGHTON ACADEMY, NORFOLK

The site of Wroughton Academy in Gorleston, Great Yarmouth, was for many years shared by separate junior and infant schools. Having come under the same management recently, a project was commissioned to create a cross-laminated timber (CLT) structure to link the two buildings. A JCT Intermediate Building Contract with contractor's design was the form of choice.

The new CLT building symbolises the merging of the two schools under the Wroughton Academy umbrella by providing a new front and central focus point to the school, securely linking the two existing campuses. The building itself houses the new reception for both schools, a generous front of house space which can be configured flexibly for presentations, informal teaching, exhibitions, etc., and office and meeting rooms for the school's support staff. Combining the two campuses with this linked space is designed to help develop a greater sense of community by enabling infant and junior pupils to meet and learn together.

In order to deliver the project successfully, the project team had to fulfil a number of important objectives: to create an environment of which the school children would have a sense of ownership, to respect the existing architecture of the site so that it fits seamlessly, but also has its own distinct identity and is functional, and finally, not to impact the day-to-day running of the school.



Image: Neil Perry

WROUGHTON ACADEMY

In terms of design, the inserted building takes the majority of its cues from the 1950s original brick and concrete junior school, reflecting the same modernist, open-air principles. Core features of the movement include sun lighting, fresh air, generous open space, and exposure to the

outside. The warm timber and large windows present an atmosphere and openness that are more akin to public buildings such as libraries or museums and integrates this into the ordinary daily life of the school. In addition, the structure was sited to retain the existing green landscape.

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The open-air principles are continued with the use of raking cross walls to form the bays of the block's glazed frontage. The use of CLT provides a distinctive look against the original buildings, but its neutral canvas and sympathetic design references also enable it to merge between the two building's separate designs. For example, the softer timber links to the pitched roof blocks of the 1990s infant school.

The defining feature of the interior is the expressed diagrid timber, 4-metre high, structure across the ceiling in the reception area. The triangle/diamond shapes are also mirrored in the flooring, with the grey/blue and canary yellow patterning that is used. The colour and texture of the CLT dominates the interior space with the exposed walls, wooden framing of the glazed facades and clerestory windows, as well as the timber reception desk and movable benches. The warmth and neutrality of the timber comes into play once again, making the space suitable and functional for a variety of purposes.

The function of the building has been informed in part through a series of workshops and consultations that involved the children themselves. This involved the children testing and playing within the space and addressing issues such as where the reception should be placed and the patterns for the internal structure and floor. With older students, the focus was on learning and inclusiveness to make the students feel a sense of ownership. Workshops explored the modern methods of construction used and the importance of sustainability for our future. At the completion of the project, an opening ceremony was held where the students cut the ribbon.

The consultation process has led to the development of a highly

configurable space that can be adapted to suit a number of different purposes. For example, the movable benches can be used either as a reception space linking the two schools or can be arranged auditorium-style to be used as a teaching space.

A key benefit of the construction process, in particular the use of CLT, was the ability to use extensive off-site construction methods. It reduced both the construction period and the amount of waste. Using modular construction also meant that, once delivered to site, the CLT and Glulam frame could be assembled quickly, enabling the school to remain open and operational throughout the build phase, with the impact on normal activity being minimised as much as possible.

CLT was also an important choice for its sustainable credentials, an important consideration from perspective of the architect's philosophy, which looks to maximise on building performance whilst minimising the impact on the world's finite resources, and for the pupils, where the use of CLT construction brings well-being benefits - a breathable and comfortable internal climate to help reduce stress and improve cognitive function.

The use of the JCT Intermediate Building Contract with contractor's design provides a reliable option for a project of this nature. JCT Intermediate Building Contract is specifically designed for projects where there is some level of complexity and where detailed design and drawings will be required in advance. This enables the project team to decide on material choice and construction method, specifically the use of offsite construction, and to carry out the necessary consultation process to inform the design. The contractor's designed portion is particularly useful to provide the necessary flexibility for the completion of works on site.

Image: Neil Perry



## PROJECT DATA

START .....	JANUARY 2019
COMPLETION: .....	SEPTEMBER 2019
CONTRACT .....	JCT INTERMEDIATE BUILDING CONTRACT WITH CONTRACTOR'S DESIGN
COST .....	£500,000
CLIENT .....	CREATIVE EDUCATION TRUST
ARCHITECT .....	DK-CM
MAIN CONTRACTOR .....	ELM CONTRACTS (CONTRACTING) LTD
STRUCTURAL ENGINEER .....	STRUCTURE WORKSHOP
M&E CONSULTANT .....	OR CONSULTING
QUANTITY SURVEYOR .....	BURKE HUNTER ADAMS LLP
APPROVED BUILDING INSPECTOR ..	MLM GROUP
GROSS FLOOR AREA .....	350M <sup>2</sup>
CAD SOFTWARE .....	VECTORWORKS

## SERVICE OR PRODUCT?

### Chair's Letter



Richard Saxon CBE

The Office for National Statistics lists the construction industry as part of the service sector. This makes some sense in that we provide bespoke facilities to customers rather like a restaurant provides meals. However, our output is not a transient meal but delivers a very concrete asset which needs looking after for its whole life, a service we do not provide except reactively. We treat our output like a product, leaving the buyer to look after it. Owners are not often expert at this, generating waste and depreciation. Our landlord and tenant legislation dumps repair and maintenance responsibility on unskilled tenants, charging them to restore the property to its original state on departure or pay 'dilapidations'.

One school of thought in considering the future of the industry is that it should be more of a manufacturing one, producing 'products'. This supposes that one of our problems is the sheer flexibility of design and sitework to produce bespoke results. Standard products, potentially customised, would be far more cost-effective to make, goes the argument, faster, cheaper and of higher technical quality from offsite factories.

What the debate between champions of product and of service models misses is that industrial products are now hybrids of product and support service or have become entirely services to rent. 'Servitisation' is the term used. Transport products have led the way, with jet engines leased as power-by-the-hour, train sets paid for by performance contracts and cars leased on a monthly basis. The pressure for buildings to be provided as services is emerging from both demand and supply sides.

On the demand side, office tenants are attracted to co-working spaces where they have neither facility management responsibilities nor a long commitment. Tenants of Build-to-Rent apartments can get hotel-like service with all appliances thrown in. Government is now seeking delivery of 'outcomes', with the provider rewarded for performance in use against the business case. Value-based procurement will move us away from the idea of a conventional capital contract.

On the supply side, some providers of specialist technologies are offering 'power-by-the-hour' models. Philips provides light, not lighting, with customers renting the installation for charges which include the capital cost but also all operation, maintenance and replacements. The economy of LED lights makes the charges reasonable and the supplier recaptures materials on a circular economy basis. Siemens offers to do the same with Building Automation Systems. They will configure, install and manage a system with the economy it delivers making the cost attractive. Solar power systems are offered the same way. In each case, the suppliers are

overcoming customer reluctance or shortage of capital by providing the funds and the kit, recovering it from the savings these innovations deliver. Some interiors and furniture suppliers lease their products too, reclaiming materials for reuse. One virtue from the suppliers' point of view is that they now gain an income stream and share in value added, instead of competing for capital sales where margins are pressured.

Buildings are not really single artefacts but systems of systems. Apart from the long-lived structure and envelope (sometimes), the engineering services and fitout are relatively short life and incur high operation and maintenance costs. Servitising these elements, especially as they are part of the connected Internet of Things and become software-controlled, allows suppliers to monitor, maintain and upgrade them easily whilst demonstrating performance to the customer.

The convergence of demand and supply cannot be far off. An 'integrator' could put together a servitised offer for occupiers, assembling all the technology systems and linking them up to deliver the required outcomes. The integrator would need less capital to do this, paying only for the parts still bought outright. The occupier would get a managed space with optimised performance and lower whole life cost. Suppliers would have a stake in the success of the occupier enterprise, receiving performance-related income. They would thus be incentivised to understand better how they create value, feeding a cycle of continuous improvement and the circular economy cycle of recaptured elements.

In 1992 the government created the concept of the Private Finance Initiative (PFI) to get public buildings paid for by private finance and with the asset leased to the public sector for 25 or more years, complete with maintenance. This novel approach took public buildings off the hard-pressed Treasury balance sheet and supposedly harnessed the talents of the private sector to innovate to reduce whole-life costs. In practice the PFI became discredited as arrangements were cumbersome and commercially naïve with design undervalued. Private finance was comparatively costly, and maintenance had never been fully funded or understood by the public sector, leading to shock at the level of revenue cost required. The idea of servitised buildings could be a new approach to the same challenge but in the digital age. Capital is now far cheaper and operation and maintenance more sophisticated. We still have to develop a whole-life culture but that must come if we are to achieve a zero-carbon built environment. 'Construction as a Service' is a promising scenario.



## GOVERNMENT INITIATIVES CREATE OPPORTUNITIES FOR BUSINESSES AND HOMEOWNERS

PETER HIBBERD

The construction industry, in keeping with most other industries, is going through one of the most challenging periods known to those currently employed. In April this year, construction activity, according to the ONS, fell by 40% month on month for new works and around 38% for repair works. Not surprising given lockdown, but a degree of miscommunication meant that many contractors stopped working when they could have continued, albeit with restrictions.

As we emerge from lockdown, and business takes on a semblance of normality, construction is expected to be at the forefront as Government announcements abound. Once again, its use as a prime economic regulator is to play a significant part. In addition to the plans for increasing infrastructure expenditure there is the Prime Minister's, 'Build, Build, Build' announcement which sets out that by September new regulations will provide greater freedom to change the use of buildings and land without the necessity to obtain planning permission. In a move to kick start the construction industry and speed up rebuilding it is proposed that under new rules, existing commercial properties, including newly vacated shops, can be converted into residential housing more easily. This comes alongside a financial package of measures which includes, amongst other things, a £12bn affordable homes package. There is also the Chancellor's Summer Statement which includes £2bn for grants for green home improvements as part of £3bn plan for decarbonising housing and public buildings, and the temporary relief of Stamp Duty Land Tax (SDLT).

Plans are one thing, action is another, especially when the precise detail is still embryonic. Action depends on many things, not least that lockdown will change our view of housing and the workplace. Similarly, it will change businesses view of how they operate and will lead to significant restructuring in parts of our economy at a faster pace. Inevitably, there will be major doubts as to what and when things should be done. Confidence is the key to a successful economic uplift, something currently in short supply; that must change.

Opportunity and the need for small scale building works by business and homeowners is certainly there. Many business premises will require renovation or alteration to meet changed needs and expectations. The proposed planning changes are likely to facilitate such action. Other businesses will need to catch up on repair work that has not been carried out because of lockdown restrictions. In terms of homes there is the stimulus of the Green Homes Grant scheme for home improvements that save energy. Furthermore, SDLT relief may stimulate housing sales, and where it does, there is much

potential for updating and extending properties as well as for repair.

To go ahead with any building work, particularly in current economic conditions, confidence is an essential requirement and there is every reason to find it. It is also essential to enter a building contract but fortunately this is one area where confidence need not be a problem because of the availability of the tried and tested JCT building contracts.

A large majority of building projects are small, and it is those projects that should now flow from Government's stimulus and facilitate recovery. JCT publishes two versions of Minor Works Building Contract (MW) for such projects, one with contractor's design, the other where there is no design by the contractor. The with contractor's design contract also has its own Minor Works Sub-Contract with sub-contractor's design for use where that specialist designs. The contract for use where there is no specialist design is the JCT Short Form of Sub-Contract.

Although MW contracts are for work that is simple in character, which is either wholly designed or leaves part to be designed by the contractor using the Contractor's Designed Portion, they provide a complete framework including payment, insurance, liquidated damages, rectification period and termination.

MW is a lump sum contract based on drawings and other documents, sufficient for the contractor to price the works. In terms of payment and dispute resolution, it complies fully with the Housing Grants, Construction and Regeneration Act 1996 as amended. The contract form requires the completion of the Articles, Recitals, and Contract Particulars which provide a significant degree of control and operational flexibility. It contains Supplemental Provisions covering collaborative working, health and safety, value engineering, sustainable development, performance indicators and notification of disputes, which provisions always operate unless disapplied. Other supplemental provisions, for use where the employer is a local or public authority, cover transparency and the Public Contracts Regulations.

Badly thought out works of alteration, renovation and retrofit can throw up difficulties and provide poor value or worse. Ad hoc changes by way of retrofit for improved eco performance can be a particular problem. A whole project view, ideally by someone with specific expertise is preferable. As both contracts require an Architect/Contract Administrator to administer the conditions it may be appropriate for such a person to fulfil that purpose as the designer.



Guidance Notes in respect of the contract are contained within the contract form where reference is also made to a user checklist which can be downloaded from the JCT website. The layout and wording of the contract, together with the guidance and check list, make using the Minor Works Building Contract straightforward. It does all that one

needs to contract successfully.

In addition, for use in specific situations, JCT also publishes a Repair and Maintenance Contract for commercial use (2016) and two Home Owner/Occupier Contracts (2015), one where there is a consultant appointed to oversee the work.

## DR DAMIEN BUIE TO GIVE JCT POVEY LECTURE 2020

"Safety in Numbers: Resilience and Certainty Through Data" will be the topic of the 2020 JCT Povey Lecture, presented by Dr Damien Buie, group technical director at Laing O'Rourke.

For the first time the JCT Povey Lecture will be streamed as a live-broadcast interactive webinar, with the opportunity for attendees to take part in a Q&A via the streaming interface.

Dr Buie's presentation will show how harnessing the power of data has helped Laing O'Rourke achieve closer alignment to the needs of clients, create a safe working environment for employees, and consistently deliver quality engineering solutions that are on time, on budget, and sustainable across the full project lifecycle.

However, achieving this vision relies upon change and collaboration. Dr Buie will discuss how COVID-19 has forced Laing O'Rourke to re-evaluate, the impact of the digital revolution across the construction sector, and the modern methods of construction that can facilitate new ways of working.

He will describe how data can provide transparency and insight, as well as maximise standardisation of design, delivery and contracting to eliminate needless complexity and risk.

Understanding the changes, and the role we all have to play across the industry, will be crucial, and Dr Buie's presentation will provide fascinating and new perspectives for those interested in the construction industry's future.

Damien, said:

*"Construction is an industry that has been on the cusp of transformation for too long. With the damage caused by the Covid-pandemic, we must seize the opportunity to change and transform our sector's productivity to build back better."*

*"Modern methods of construction, based on digital technology, have the potential to revolutionise the way we deliver our built environment and the world-class infrastructure this country needs. To succeed, we must gather, understand and utilise data in new ways."*

*"I am honoured to have been invited to give this year's JCT Povey address and look forward to sharing some of my thoughts on how we can do this to create a more resilient construction sector that offers clients certainty."*

The JCT Povey Webinar will be hosted by JCT chair, Richard Saxon CBE.

Richard Saxon, said:

*"Digital information has become a central factor in designing, making and operating buildings. It will also be key to future forms of contract."*

The Webinar will take place at 5.30 p.m. on Wednesday, 18 November 2020. Attendees can register to attend by visiting the registration portal at <https://jct.multichanneltv.com/povey-lecture-2020/>.

### About the speakers:

#### Dr Damien Buie

Group technical director, Laing O'Rourke

Dr Damien Buie oversees Laing O'Rourke's technical and digital functions across both its operating hubs – Europe and Australia. He sits on the Group Executive Committee and plays a key role in supporting and accelerating Laing O'Rourke's transformation agenda.

#### Richard Saxon CBE

JCT chair

Richard Saxon is an adviser to clients and businesses in the built environment sector, with particular focus on harnessing the potential of digital and emerging technologies. Former chair of one of the UK's largest firms of international architects, designers and engineers, BDP, he was UK BIM Ambassador for Growth in 2012-13 and author of both 'Growth Through BIM' and 'BIM for Construction Clients'. He was appointed CBE in 2001 for services to architecture and construction. Richard's term as JCT Chair completes in February 2021.

## CONSTRUCTION CONTRACT EXECUTION DURING COVID-19 AND BEYOND

MARCUS HARLING AND ALISTAIR RUSSELL – BURGESS SALMON LLP

*Electronic signatures, data rooms, Mercury execution? Evolving working arrangements mean we should all double check exactly how to execute construction documents.*

Whilst smart contracts and digital signatures are still very much the immediate future, for most people they did not arrive in time to help with the complexities of contract execution created by the COVID-19 lockdown. Suddenly the traditional way of contract execution became almost impossible and old questions on remote Mercury compliant execution procedures, such as 'Can my spouse witness my signature?' resurfaced. These issues are particularly relevant to construction contracts, which often give rise to the additional logistical headache of ensuring huge appendices are legally incorporated while offices are shut and signatories locked down at home.

The easing of lockdown may mean that some of us are returning to a semblance of working normality. However, the risk of future lockdowns and an increased acceptance of remote working as the 'new norm' means that a good understanding of remote execution is likely to be required for some time to come. This article explores some of the key considerations.

### Electronic signatures

Before we look at traditional 'wet-ink' signatures, it should be noted that electronic signatures, where acceptable to both parties, are a great option for 'simple' contracts (i.e. not deeds) in the current circumstances. Both parties can sign at once, there is no need for hard copies and no reliance on the post, courier or home printing. An electronic signature provider with appropriate cyber-security credentials can help to ensure the contract is executed securely, reliably and to provide resilience to fraud. It will be helpful to include wording in the contract that records the parties' intention to execute by electronic signature and that such execution is evidence of their intention that it will have the same legal effect as a wet-ink signature.

### COVID-19 practicalities

For deeds, where the execution requirements are more stringent, it may be more practical in the current circumstances for documents to be executed by two directors (or one director and the company secretary) rather than a director and witness. This is because the witness must be physically present at the time that the director signs. There are valid, socially distanced, ways around this potential problem, including the witness being the other side of a window or screen, but witnessing via video link is not acceptable.

If either of the parties insists on execution using a director and witness then the identity of the witness needs to be considered. Where an independent witness isn't available (because the

relevant signatory is in lockdown or self-isolation at home) the Companies Act does not technically prohibit a family member acting as a witness. While this is not considered to be best practice (and is prohibited in certain specific circumstances) it can be used as a last resort where no other witness is available. It would be a matter of general law as to competence of the witness and the veracity of any evidence they may give if the execution of the deed was ever called into question. As with remote executions (see below) it is key to dispel any suggestion that fraud may be involved in the execution of deeds.

### Remote execution

With many sections of the construction industry remaining very active during COVID-19 lockdown, and with those sectors experiencing significant disruption needing to maintain momentum on key projects, the need to master remote execution has never been greater. Construction contracts, often being a complex package of standard terms, amendments to standard terms, technical schedules and lengthy appendices bring their own unique problems to remote execution. Here are some key points to remember:

- Don't forget to include a counterpart clause in the contract. This records that all signed and delivered counterparts constitute one and the same agreement.
- A virtual data room may be the most efficient way of collating and sharing all the technical schedules and appendices. The data room and all the documents in it need to be incorporated into the contract by reference and supported by an index which identifies what they are.
- The documents in the data room and those set out in the index in the contract need to be agreed in advance and should be checked to ensure that they match before the contract is executed. It may be appropriate to list document version numbers or use unique document ID numbers to avoid arguments at a later date about what was and wasn't incorporated into the contract when it was signed.
- Will the data room be accessible in the future? It's all well and good including a reference to the data room and an index in the contract but will it still be accessible in the same form two years later if the parties are in a dispute? It can be helpful to take a screenshot of the contents of the data room just in case.
- Get all counterparties to agree the procedure for and method of execution well in advance. Make sure all parties will have the necessary facilities to print, sign and scan/photograph the signed pages of the contract.

- With remote executions comes the need to dispel any suspicion of fraud as highlighted in the infamous Mercury case<sup>[1]</sup>. When agreeing the procedure that underpins a Mercury style execution, the parties need to:
  - o clearly set out in their communications what is the agreed version of the contract that is being signed;
  - o what their signature is being appended to; and
  - o importantly, expressing clear confirmation that they give permission for their signature to be appended to the contract and for one party to collate a final copy.

COVID-19 and lockdown may increase the number of hurdles to be overcome to effectively create new

construction contracts. But as long as both parties follow established procedures and clearly document their intentions there is no reason for execution to be added to the list of unprecedented challenges currently facing the industry.

*If you have any queries relating to the content of this article, please contact Marcus Harling, a partner in the Construction and Engineering team at Burges Salmon - [marcus.harling@burges-salmon.com](mailto:marcus.harling@burges-salmon.com).*

*This article was first published on 1 September 2020 at [burges-salmon.com](https://www.burges-salmon.com).*

[1] R (on the application of Mercury Tax Group and another) v HMRC [2008] EWHC 2721

## JCT LAUNCHES NEW ONLINE ‘JCT TRAINING’ PROGRAMME

JCT has developed a new package of online training to sit alongside its traditional, ‘physical’ courses. The programme aims to provide more flexibility for contract users as restrictions due to the Covid-19 pandemic remain in place.

The new digital JCT Training delivers courses as live broadcast webinars, with the same expert trainers as the physical courses – all either past or current members of the JCT Council or JCT Drafting Sub-Committee.

As well as being broadcast live, the courses also provide interactivity for attendees who will be able to ask questions of the trainers during specially set-aside Q&A segments.

When booking an online course, attendees will be sent a questionnaire to complete in advance, to identify priority areas and highlight any specific questions that the trainers can incorporate into their session.

The courses are 3-hours in duration, and once attendees have booked a place, they will be sent course materials and be able to test and troubleshoot any technology issues ahead of time to make sure their course runs smoothly on the day.

The scheme starts on the **26th November 2020**, where two courses are available, “**JCT Design and Build Contract 2016**” and “**JCT Contracts 2016: The Legal Perspective**”. Bookings are limited to 50 places per course.

More information about the courses and booking is available at [www.jctltd.co.uk/jct-training](https://www.jctltd.co.uk/jct-training)

JCT chief executive, Neil Gower, said:

“As the industry begins to recover from the Covid-19 pandemic, it is vital that training can also continue, as it has never been more important that contract users are able to get the information and skills they need to work with their contracts successfully.

“Our new online JCT Training programme delivers a high quality service that suits home or office working, and ensures that restrictions due to Covid-19 are not a barrier to JCT users accessing the services they need.

“Alongside our digital drafting services, JCT Construct and JCT On Demand, online training is another important step in delivering JCT’s digital future”.





Elevate your profile.  
Expand your network.

Join here: [ypg.jctltd.co.uk](http://ypg.jctltd.co.uk)



JCT YPG is a focus group for professionals within roughly the first ten years of their career, those that are “young in the industry” regardless of age, and students, whose members are interested in elevating their professional profile, expanding their industry network and connecting with peers, and giving back to the industry through fostering a long-term engagement with JCT.

### Join today

YPG is a brand new initiative, and we are looking for input from young professionals and interested potential members across the construction industry to help shape the group’s agenda. Join today if you would like to be kept in touch and if you would like to be further involved.

- ◆ A platform for young professionals and those new to a construction career regardless of age, across different sectors of the industry, to network and share experiences, knowledge, and ideas in an informal way.
- ◆ A link between YPG members and industry experts for the sharing of knowledge and experience.
- ◆ A range of useful on and off-line tools to link professionals together with JCT.
- ◆ A way for professionals to engage with JCT, the UK’s largest provider of construction contracts, and a key example of a cross-industry collaboration, to shape the future of construction contracts.



**Join here:**  
[ypg.jctltd.co.uk](http://ypg.jctltd.co.uk)

## JCT INTERVIEWS...



## RICHARD YOUNG

BSc Hons, MICE

Senior director, CBRE Project Management

Member, JCT Council

**In this series we shed some light on some of the key people who are involved with or give their time to support JCT, to ensure that all areas of the construction industry are represented and can contribute to the development of our contracts. We will look at how our interviewees contribute to JCT specifically and gain their views on JCT's wider role within the industry.**

Richard Young originally trained as a civil engineer at Kings College, London, and has worked in both contracting and design on projects that included the Channel Tunnel, amongst others. He became a project manager in 1996.

Richard's current role is senior director at CBRE, leading the Investor and Developer Project Management team in London. His team helps clients deliver a broad range of projects, often from the outset, including offices, residential, healthcare, senior living, and theatre buildings. Their work, based mostly in central London but also covering the southern home counties, ranges from small projects to those of more than £200m in size.

Richard has worked across most real estate sectors including offices, residential, healthcare, and higher education, and has experience both as a consultant project manager and a contractor. He is a member of the British Council for Offices and of the JCT Consultant's College.

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

RY: I have spent many years in my career dealing with JCT contracts, helping to draft and administer contracts as employer's agent or contract administrator. I have also dealt with claims and disputes. After working with Victoria Peckett of CMS (chair, JCT Drafting Sub-Committee), and having talked to her about JCT, I was keen to share my experience. Victoria put me in touch with the Consultant's College and, as it did not have an APM representative, there was a vacancy. I have always felt strongly that the continuing evolution of building contracts needs to reflect the feedback and experience of those using them in the field.

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

RY: I chair the Consultant's College meetings held before each quarterly Council meeting as well as adding my input into the general matters. I sit on the JCT BIM Working Group and looked recently at a JCT bond and PCG. Nick Deeming (chair, JCT BIM Working Group) and I are the only consultant members who administer contracts from the outset rather than getting involved on the dispute side, so we bring a different view on matters to the Council.

**JCT: Do you have any personal career highlights?**

RY: It is very difficult to pick one in particular, but two stand out - going to see a client, who had recently moved firms, and being given a project immediately based on our past relationship and experience together, and having another shortlisted for the Stirling Prize.

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

RY: The industry's greatest strengths are ingenuity and creativity. Technology and material science have liberated the design team and allowed it to conceive of buildings that were simply not possible before. They still need to be built though, and it is the construction industry's task to find ways to do that - often inventing new methods and techniques to do so. If there is an aspect of the industry that needs to change, I am afraid it is the same one that goes as far back as Egan and before: we need to find better ways to collaborate, allocate risk, promote innovation, and be more efficient. We have to build project cultures based on collective responsibility for success. Building contracts have a fundamental part in helping to achieve that.

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

RY: Building sustainably and addressing the massive skills shortages the industry faces. The post-Brexit UK will need to build, especially as our economic base evolves. New homes, industry, distribution, and infrastructure; so much of our economy is changing so quickly and we have been slow to adapt and keep up. We will also be able to do so much more once we fully unlock the potential of digital technology for our industry, but that is a challenge for us too. There is so much to do but the opportunities are really exciting.

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

RY: JCT is at the heart of a rapidly changing industry and has the opportunity to be a powerful advocate for best practice, not only through training and development but also at a strategic level. We face major challenges as an industry so every contribution of new ideas, approaches, and strategies to meet those challenges is valuable, especially coming from subject experts like JCT that sit at the meeting point between client bodies and constructors.



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# **JCT On Demand**

## The contracts you need, **ON DEMAND**

- JCT Adjudication Agreement (Adj)
- JCT Adjudication Agreement Named Adjudicator (Adj/N)
- JCT Construction Management Guide (CM/G)
- JCT Construction Management Appointment (CM/A)
- JCT Construction Management Trade Contract (CM/TC)
- JCT Construction Manager Collateral Warranty for a Funder (CMWa/F)
- JCT Construction Manager Collateral Warranty for a Purchaser or Tenant (CMWa/P&T)
- JCT Trade Contractor Collateral Warranty for a Purchaser or Tenant (TCWa/P&T)
- JCT Trade Contractor Collateral Warranty for a Funder (TCWa/F)
- JCT Framework Agreement (FA)
- JCT Framework Agreement Guide (FA/G)
- JCT Major Project Construction Contract (MP)
- JCT Major Project Construction Contract Guide (MP/G)
- JCT Major Project Sub-Contract (MPSub)
- JCT Major Project Sub-Contract Guide (MPSub/G)
- JCT Management Building Contract (MC)
- JCT Management Works Contract Agreement and Conditions (MCWC/A and MCWC/C)
- JCT Management Works Contractor/Employer Agreement (MCWC/E)
- JCT Management Building Contract Guide (MC/G)
- JCT Works Contractor Collateral Warranty for a Funder (WCWa/F)
- JCT Works Contractor Collateral Warranty for a Purchaser or Tenant (WCWa/P&T)
- JCT Management Contractor Collateral Warranty for a Funder (MCWa/F)
- JCT Management Contractor Collateral Warranty for a Purchaser or Tenant (MCWa/P&T)
- JCT Constructing Excellence Contract (CE)
- JCT Constructing Excellence Contract Guide (CE/G)
- JCT Constructing Excellence Contract Project Team Agreement (CE/P)
- JCT Consultancy Agreement (Public Sector) (CA)
- JCT Pre-Construction Services Agreement (Specialist) (PCSA/SP)
- JCT Pre-Construction Services Agreement (General Contractor) (PCSA)
- JCT Tendering Practice Note 2017

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