

JCT NEWS

THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

TAMESIDE WELLNESS CENTRE, GREATER MANCHESTER

Built on a JCT Design and Build Contract and completed ahead of schedule in March last year, the Tameside Wellness Centre in Denton, Greater Manchester, is the crowning glory of a 12-acre residential, retail, and health development to transform a local community.

The launch of the Tameside Wellness Centre in March 2020 was the culmination of a two-decade journey for Warrington-based developer, Network Space, to transform a derelict brownfield site and provide much needed regeneration - reinvigorating and giving a fresh identity to the local community of Denton. The Centre is a 45,000 sq ft conversion of a former battery manufacturing plant which takes a holistic and accessible approach to community welfare, combining a multitude of leisure, health and fitness, and wellness activities.

The Centre formed part of Tameside Borough Council's review and replacement of their leisure offering and represents their largest new-build facility to date. The project was awarded funding by Sports England, who provided a grant of £1.5m.

The vision for the Centre was to deliver a space that focuses on public health whilst creating a sense of fun and community engagement with a variety of flexible, multi-use areas. It features



Pozzoni Architects

Tameside Wellness Centre

an eight-lane, 25m swimming pool that includes space for 150 spectators and an accompanying learner pool. A spa area includes a sauna, steam room, and other treatment and relaxation facilities. The Centre's fitness suite boasts a 50-station gym, two exercise studios and a spinning room.

In addition to its sports and relaxation facilities, the wellness features include flexible meeting rooms, free wi-fi throughout, a children's soft play area, multi-use studio spaces, and a ten-lane ten-pin bowling alley. The 12,000 sq ft roof space has been transformed into a

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mixed-use terrace that functions as a sensory garden, and supports a pop-up cinema, small theatre shows and an open-air exercise space.

An innovative feature is the building's 'social interaction zone', which does away with the need for a traditional foyer arrangement. A concierge-style approach replaces the reception desk to enable staff and visitors to interact in a more informal way. The wider space functions as a cultural hub that supports catering, a performance space to host anything from a music group to a talk, to children's 'Time for Rhyme' sessions. There is also space for reading and relaxation.

Externally, the building carefully balances the need to be inspirational and present a scale befitting its civic function with a consideration of its local surroundings. The façade facing the high street uses strong forms and colours with traditional materials and large glazing to present a dynamic and welcoming entrance. To the rear where the building faces on to residential dwellings, the building has been massed to reflect this smaller scale.

The Centre's design is closely linked to its function and goes beyond its aesthetic features. One important factor in the project brief was to ensure that accessibility for all users was a key consideration. Normal accessibility features such as ramps were discounted, with the view that if the design was done correctly at the outset, there would be no need for any accessibility features as 'add-ons', enabling the building to be used and enjoyed by all in a more organic way. As such, full access for wheelchair users to the pool area has been designed, along with a moving floor in the learning pool to ease access for disabled users. The layout and design of the development has also been implemented to be dementia-friendly.

One of the key factors behind the project's early delivery was the expertise of contractor, Wilmott Dixon, and in particular, project manager, Jamie Beard, whose experience of swimming pool installations enabled a number of cost and time saving measures. Budget was redistributed to ensure that the waterproofing system was designed, installed, and warranted by the same contractor. This meant that no subsequent rectification of the pool slab waterproofing was required. Further efficiencies were implemented by using a prefabricated stainless steel structure imported from Italy, instead of building a traditional in-situ concrete tank for the pool. The super-large water balance tanks were positioned outside the building rather than under the pool surround which avoided a potentially difficult insertion operation. The pool slab depth was altered from 600mm to 225mm on top of piles, which not only saved costs and time, but reduced the amount of concrete and rebar required, and reduced potential risks on the waterproofing solution. Digital innovations, including virtual reality walkthroughs for stakeholders, helped the Centre to sell 800 memberships before opening.

In recognition of the Tameside Wellness Centre's impact on the community of Denton, it was named a 2021 Civic Trust Awards Regional Finalist. Another hallmark of quality is the use of the JCT Design and Build Contract, which is the choice of many complex and large-scale projects, such as leisure facilities, where the contractor is responsible for the design and construction of the works. A widely used and regarded form such as the JCT Design and Build Contract provides a platform which enables the delivery of projects like Tameside to go swimmingly.

PROJECT DATA

CLIENT: NETWORK SPACE / TAMESIDE BOROUGH COUNCIL

SIZE: 4190SQ.M. / 45,000SQ.FT.

CONTRACT: JCT DESIGN AND BUILD CONTRACT

COST: £15M, WITH £1.5M SPORTS ENGLAND GRANT

ARCHITECT: POZZONI ARCHITECTS

CONTRACTOR: WILMOTT DIXON

QUANTITY SURVEYOR: WCP ASSOCIATES

STRUCTURAL ENGINEER: WYG (WHITE YOUNG GREEN)

CULTURAL AMBASSADORS: ELEY KISHIMOTO



JCT Training Online – book a place today on one of our interactive online courses

JCT has launched the next batch of new JCT Training Online courses. The dates and courses listed below are now available to book from the JCT online store at www.jctltd.co.uk/jct-training.

A reminder about JCT Training Online:

- Courses are 3 hours duration, delivered as live broadcast webinars.
- Courses feature the same expert trainers as the face-to-face courses – all either past or current members of the JCT Council or JCT Drafting Sub-Committee.
- Interactivity is provided with the ability to ask questions through the interface during set aside Q&A segments.
- You will receive course materials, a pre-event questionnaire to establish priority topics, and will be able to test and troubleshoot any technology issues ahead of time to make sure their course runs smoothly on the day.

May 2021

Thursday, 27th May: JCT Design and Build Contract 2016, John Littler, member, JCT Council

June 2021

Wednesday, 9th June: JCT Intermediate Building Contract 2016, Peter Barnes, past-member, JCT Council

Wednesday, 16th June: JCT Standard Building Contract 2016, Peter Barnes, past-member, JCT Council

Wednesday, 23rd June: JCT Contracts 2016 – The Legal Perspective, Victoria Peckett, chair, JCT Drafting Sub-Committee

Thursday, 24th June: JCT Minor Works Building Contract 2016, John Littler, member, JCT Council

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JCT INTERVIEWS...



KAREN KIRKHAM JCT CHAIR

In the JCT Interviews... series we shine the spotlight on some of the key people who are involved with or give their time to support JCT, showing the diverse range of disciplines across the construction industry that our members represent and the collaborative work that contributes to the development of our contracts. We look at how our interviewees contribute to JCT specifically and gain their views on the wider industry and JCT's role within it.

Karen Kirkham is the new JCT chair. She is a solicitor and head of construction at BDB Pitmans LLP with 30 years' experience working with JCT contracts, advising clients from all sectors of the industry. Karen's involvement and interest in JCT goes back a long way. She is a former legal director of the Construction Confederation during a key period for the industry when major legislation, including the Housing Grants, Construction and Regeneration Act 1996 and Arbitration Act 1996, was being passed.

“ ”

JCT: Karen, when did you first hear of JCT and what experience have you had with it through your career?

KK: I first “heard of” JCT in the early 90s when in local government and at that point had no idea what all these bits of paper (contract, amendments, CDP supplement, sectional completion supplement – those were the days!) actually were. After more construction experience at RBKC, in 1996 I joined the Construction Confederation (CC) – I think it was then still the BEC – as an in-house lawyer and was pitched straight into the middle of the process, including various JCT working groups. I was also lobbying government, giving policy advice, and taking calls from members at the sharp end who needed instant advice. It was a steep learning curve and I am very proud to say I learnt most of all from the highly experienced contractor commercial directors on the CC's Contracts Committee. That turned out to be a distinct advantage throughout my subsequent career, and an ability to understand the various parties' commercial points of view has stood me in good stead in contract negotiations. Something must have really stuck, as that was the start of a 26-year love affair with construction law in general and the JCT form in particular (other contract forms are available – or so I'm told). If I didn't still love it, I wouldn't still be doing it.

JCT: You are the new JCT chair. Can you tell us about the role and what your aims are for JCT over the coming years?

KK: I was excited to see the role of chair by chance whilst looking for definitive Covid guidance (if anyone has any, please let me know!). I immediately saw it as an opportunity after all these years to give something back to the industry and to JCT. I thought I might have a shot at it and was delighted, and a bit overwhelmed, to be chosen. Thanks to the ceaseless efforts of the many members who have given up their time and talents over all these years, JCT is still going strong, but it can only maintain that position by continuous improvement. I wouldn't presume at this early stage to say what that continuous improvement looks like, save that it needs to be attentive to the needs of the industry and of its users. It is there to serve, not to promote any particular agenda or interest.

JCT: What are some of your personal career highlights? What are you most proud of about the industry and where do you think that it most needs to change?

KK: As to highlights, I'd say that being a partner in several law firms, whilst bringing up two sons, isn't too shabby. Over the years, I've had the privilege of seeing some large projects from inception to post-completion and working with those really great project teams – clients, professionals, contractors, specialists and agents, all pulling together for a common purpose – is the thing which makes it all worthwhile. This is a legal specialism full of real things and real people and it helps keep your feet firmly on the ground. What do we need to do as an industry? Nurture our young people. I'm very pro-European,

pro-globalism, but to have to import skills and labour as an industry because you've failed to cultivate enough home-grown talent and opportunity is silly. I suppose I have at this point to confess that I haven't actually managed to persuade either of my sons to join the UK construction industry. They are both in the environmental technology space, one as an analyst and one as a journalist.

JCT: What are the biggest issues facing the construction industry over the next five years?

KK: As above, education, succession, equality of opportunity. Environmental concerns. The impact of modular/offsite construction. Digital/smart technology. Levelling up, decentralisation, and the shift of power and organisations to the regions, combined with more remote working and the quest for work/life balance. The possibility that buildings may need to be designed for a variety of flexible uses during their lifetime. Please God, no more pandemics...

JCT: What makes JCT unique? Do you think JCT has a wider role to play in the industry beyond producing contracts?

KK: JCT's age, history, and democratic – rather parliamentary – method of production, make it unique. They say that a contract is something you can "stick in a drawer and forget about" – at least until something goes wrong. However, they are also a vehicle for promoting positive behaviour modification and best practice. Again and again JCT has demonstrated this by reference to its adoption of new legislation, practices and technology. I'm very optimistic that we not only are, but can continue to be, a force for good in the industry.



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INSURANCE AND JCT CONTRACTS: YOUR QUESTIONS ANSWERED

DOUGLAS BROWN – RENOVATION UNDERWRITING



Douglas Brown

Douglas Brown, Managing Director of specialist renovation policy provider Renovation Underwriting, shares his views and insights on JCT contracts and renovation insurance more widely.

It might be a surprise to know that most home renovators, and many home insurance brokers, have no knowledge of JCT contracts. In most cases, it is only when a homeowner needs to arrange the insurance for their home undergoing work that they uncover just exactly what is involved. Very few even notify their insurer; presuming they are covered – and it's a big problem.

Here at Renovation Underwriting, we work closely with brokers, project managers and contract administrators across the country to help them best advise their clients on insurance with JCT contracts. Our expertise is called upon to support thousands of renovation projects each year; but for us, it is never just about providing cover, it's about making sure the employer and their home are properly protected. That's why, through our dedicated CPD programme, we are driven to raise awareness and build knowledge in our and other professions so that employers get the right advice.

We were the first in this sector to provide a structured CPD session on contract works, because we believed the more insurance brokers knew, the more confident they'd feel about advising their clients to do the right thing. We now deliver learning not only to insurance brokers, but to surveyors, architects and party wall practitioners too.

We underwrite renovation works cases all day every day - and JCT contracts are often part of our discussions, as well as a key component in our formal CPD programme. Here I share some of the key advice that we offer to our brokers surrounding JCT contracts.

Which insurance clauses should a contract administrator choose for their client?

It doesn't matter if the JCT contract concerned is the minor, intermediate or the standard form, the most appropriate way to insure any contract is for the employer to remain in control of the insurance. This means the following:

Minor Works 5.4b*

Intermediate and standard form 6.7C where there is an existing structure and 6.7B where the project is new build.

** Or equivalent numbered clauses in the JCT On-demand contracts*

Why should the employer stay in control?

There are a number of reasons set out below:

1. The insurable interest in the existing structure is 100% for the Employer and after the first stage payment the balance of insurable interest in the works also rests with the Employer. In a claims situation the Contractor is only entitled to claim for works which they have carried out, but for which they have not been paid. All other payments should go to the Employer.
2. If the Employer relies on the Contractor's insurance and that Contractor breaks a warranty in their insurance contract, the Employer is badly exposed. If the Contractor's insurers decline to pay, the Employer is then gambling on being able to prove negligence against the Contractor and then on the balance sheet of the Contractor being enough to meet the quantum of the claim plus costs. Most Contractors don't carry big reserves on their balance sheet to deal with this and end up in liquidation.
3. The Employer knows that the premium for the single project 'All Risks' policy has been paid, because they paid it and what the terms of that insurance are.
4. The insurance will meet the Employer's obligations to their lender, if one is noted on either the structure or the works.
5. The 'All Risks' cover provided for both the structure and the works ensures that all risks of loss are covered for both elements, meaning that a situation where the works are covered and the existing structure isn't will not happen.
6. If the insurance carries a non-vitiation clause it means that, although the policy is in joint names, the Employer and Contractor are assessed separately for breaches in the policy conditions. Given that a breach in policy conditions is only ever made by the party performing the works (the Contractor) the Employer will still be entitled to make a claim even if the Contractor is not.

Why is joint names insurance not universally welcomed by insurers?

Joint names insurance clauses in JCT contracts mean that both the Employer and the Contractor are first party to the insurance. This means that the insurers cannot seek to recover their losses from the named Contractor because they are the insured. Recovery of losses, post a pay out, is called subrogation and if an insurer gives this away by allowing joint names it is unlikely that their reinsurance will work effectively. Insurers will have to carry 100% of the loss themselves, placing the risk outside of their normal appetite and parameters.

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If the Contractor has liability insurance, isn't that enough?

This is perhaps the worst position to be in as an Employer. Proving negligence against a Contractor is incredibly hard, so getting paid could take a couple of years, if (and it's a BIG IF) liability can be proved. Post loss, nobody puts their hand up to accept liability, so relying on someone to do the right thing is a pretty flimsy way of protecting a major asset.

Will using joint names by the Employer be more expensive?

In short, yes it will. However, because the balance of risk rests with the Employer, and the Contractor is only risking work in progress, it is easy to see who stands to lose the most. Given that insurers cannot subrogate, they have to price for no recovery options. Insuring the risk correctly by using the right clauses means that although the Employer pays 100% of the premium, they receive 100% of the cover. If they use another method, the likelihood is that they will end up paying 75% of the premium for 25% surety of cover and that is neither great value nor great risk management.

We know that the JCT contract guides acknowledge that homeowners can find it difficult to obtain insurance cover for works, but it is achievable. An employer's home should never be at risk due to the lack of insurance or the wrong cover. That's why we work so very closely with brokers and other professionals to help them set out the very best result for their Renovation clients. Find out more at www.renovationunderwriting.com

Douglas Brown has been involved in property and works insurance for over 30 years. He combines an endless enthusiasm for his subject with a willingness to convey it to anyone who will listen. His strong commitment to this sector marks him out as a thought leader for both insurers and brokers alike. Having been involved at a senior level in a number of broking firms Douglas completed a buy out in 2010 to establish Porterhouse Brokers LLP from which Renovation Underwriting was founded.



JCT CONTRACTS MEETING THE OBJECTIVES OF THE CONSTRUCTION PLAYBOOK

PETER HIBBERD

The Construction Playbook

HM Government published The Construction Playbook, Government Guidance (Guidance) on sourcing and contracting public works projects and programmes in December 2020. That guidance, although developed through a collaboration of the public and private sectors, is principally concerned with the public sector building and infrastructure programmes. Nevertheless, it also can be applied, in part, to the private sector. The public sector is defined as central government, including arm's length bodies, which must either comply or explain any divergence from the Guidance. The wider public sector, including local authorities, are encouraged to take account of the Guidance.

The Guidance refers to 14 Key Policy areas, and key activities, within the procurement stages. It sets out reforms and actions, which it is believed, will have the greatest impact in improving how public works programmes and their projects are delivered. The Guidance contains best practice for specific topics that

relate to fulfilling those policy objectives.

Not all parts of the Guidance apply equally across the construction industry as some are only relevant for clients with a publishable 3-5 years' programme of work. Something that is relevant to areas of the public sector, to which it principally applies, but not necessarily to the private sector, which it wishes to influence. Long term programmes are often more problematic for the private sector, where plans are more difficult to determine because of economic circumstances and commercial sensitivity.

JCT supporting the objectives of the Construction Playbook

JCT recognises there is no singular approach to procurement; good practice can be inherent in various solutions for differing projects and participants. JCT's raison d'être is to produce standard contracts, using standard contract terms, to meet various construction procurement routes. It also produces other



documents, such as, Practice Notes on Tendering, and BIM, guidance note on Sustainability, and documents such as the Project Bank Account. All which reflects good practice that is aligned closely to the Guidance. The collaborative work of JCT embraces all the principal sectors of construction, and consequently prepares documentation to assist a wide range of client bodies with differing requirements, which range from the traditional to the modern partnering style arrangements for construction procurement. In fulfilling those diverse procurement requirements, it seeks fairness in terms of risk apportionment for each procurement route. All of which is compatible with the Construction Playbook, and to a significant extent aligns itself with its objectives. Although not all the Construction Playbook objectives fall directly within the remit of JCT e.g., commercial pipelines, market health and capability assessments, portfolios and longer term contracting, JCT synthesises such issues in the production of its contract suite and associated documents.

Individual JCT contracts meet specific objectives of the Construction Playbook

The 14 Key Policy areas of the Construction Playbook embrace a wide range of construction activity. The underlying message is one of improving life cycle value by establishing an outcome-based approach within a framework of sustainability, fairness, and improved timescales primarily through greater use of off-site manufacturing. Its achievement depends upon many factors and, consequently, will produce different procurement routes. The common factors being the adoption of good practice and improved productivity; matters for which JCT is wholly supportive.

The Construction Playbook policy areas and activities, within JCT's remit, shows the extent of alignment within JCT documents.

Early supply chain and a contract for such involvement

JCT variously provides for early supply chain involvement. This is achieved by utilising the Pre-Construction Services Agreement (General Contractor) and the Pre-Construction Services Agreement (Specialist), as part of a two-stage tender in conjunction with a principal building contract from the JCT suite e.g., Design and Build Contract, Major Project Construction Contract, Construction Management Contract. Alternatively, by using the Constructing Excellence Contract, which can be used throughout the tiers of the supply chain; part 4 of its Contract Particulars makes specific reference.

Outcome-based approach

The nature of a project should determine the approach to its contract documentation. Specification and quantification of a defined solution prior to tender may be appropriate but for more complex constructions an outcome-based specification upon which to tender has much to offer. JCT provides for both approaches as it is up to the employer's advisors to determine what is appropriate. All JCT forms of contract facilitate outcome-based specification except for the Standard Building Contract With Quantities, which is restrictive because of its detailed requirement for quantification of work prior to tender.

The without quantities version can be used for outcome-based projects - it is a matter of drafting the specification accordingly.

Longer term contracting

The principal way JCT provides for longer-term contracting for new work is with the Framework Agreement. For maintenance and/or minor building works it is the Measured Term Contract. The Framework Agreement is used in conjunction with an appropriate underlying JCT contract, whereas the Measured Term Contract is stand alone.

Digital Technologies

JCT has recognised the use of digital technologies for many years. In 1998 it introduced a Supplemental Condition for Electronic Data Interchange (EDI) and then went on to develop digitised contracts. It now offers instant digital access to the JCT suite of contracts, which enables editing and collaborative working through use of 'JCT on Demand' and 'JCT Construct'. The primary digital technology referred to in JCT contracts relates to BIM; the 2019 Practice Note 'BIM and JCT Contracts' identifies and provides a commentary on the associated provisions. In addition, it provides a checklist of common contents of Exchange Information Requirements.

Delivery model assessment

Guidance requires that contracting authorities follow an evidence-based process to decide the most appropriate delivery model. Although there is a degree of freedom in how this might be determined, there is presumption in favour of offsite construction.

Although the nature of offsite manufacture varies, existing contractual arrangements do not preclude the use of any approach. The industry has for many years had a range of offsite production solutions which procurement has accommodated and where JCT standard form contracts have been used.

Where building projects comprise largely of offsite manufacture the issues of quality control and payment for offsite materials are often purported to be specific problems. However, JCT makes provision for these and other such issues in its standard form contracts, which include JCT Constructing Excellence Contract (CE), Design and Build Contract, Management Contract, Construction Management Contract and Prime Cost Contract. Those contracts are for use in conjunction with all forms of offsite manufacture: with or without the use of the Framework Agreement.

Benchmarking

JCT contracts are primarily concerned with performance indicators. Such indicators are derived from and can be an input into the establishment of a benchmark. A performance indicator provision is contained within all the main JCT contracts, including the Framework Agreement, for which it is particularly relevant.

Effective contracting

The Guidance requires that documentation be structured

to support data exchange, drive collaboration, and improve value and manage risk. All with a view to continuous improvement, especially through frameworks and effective contract management. JCT provides a 'Guide to selecting the appropriate JCT main contract' and a 'Guide to selecting the appropriate JCT sub-contract'. It also provides for frameworks and incorporates good management, both here and in its other publications, including JCT Contracts Discovery. It encourages extensive collaboration through JCT Constructing Excellence Contract and the JCT Framework Agreement, and through a specific provision on collaborative working in its other contracts. JCT also provides for 'cost and value improvements' and for 'value engineering' both of which are relevant to and impact upon continuous improvement.

Risk allocation

The way risk is dealt with by JCT enables the suite to meet diverse needs, and additionally, provides optional provisions for the appropriate allocation of risk in certain areas. The definition of prime cost in the Management Contract and Prime Cost Contract provides a different approach to risk, as does the approach in Construction Management and its use of Trade Contracts. The JCT Constructing Excellence Contract also differs in that its risk allocation is largely bespoke. It provides for a risk register and a risk allocation schedule and, consequently, diverse risk profiles. The Framework Agreement provides for the supply chain to be involved in risk assessment and risk allocation. Regardless as to whether risk is prescribed pre-tender, or as part of the tender process, there is JCT contract that can be used.

Payment Mechanisms

JCT contracts provide for proper payment mechanisms throughout its contracts to meet different procurement routes. These provisions are fully compliant with the amended Housing Grants, Construction & Regeneration Act 1996. They also provide for fixed and variable price provisions and with optional fluctuation mechanisms for use where appropriate.

Tendering

JCT provides guidance on tender practices in its Tendering Practice Note 2017, which is aimed largely at the private sector. Those operating in the public sector must observe and comply with the specific requirements of that sector as set out in governmental publications. Although specific detail may vary between the public and private sectors, JCT documentation embraces the same good practice.

Resolution Planning

Much resolution planning is outside the scope of JCT documentation except for mitigation, which JCT fully embraces. Insolvency and the mitigation of insolvency risk have detailed provisions. Similarly, termination provisions, which can facilitate project completion, exist across the suite. JCT also provides for a performance or guarantee bond, advance payment bond, retention bond and off-site materials bond and it publishes 'Project Bank Account Documentation'.

Manage and monitor the execution of construction

Managing and monitoring the construction project are extensively covered in JCT contracts except for the project programme itself, which, other than in CE, is to be detailed in associated documents rather than the contract. JCT's principal contracts contain a section on the control of the project/works and a provision on performance indicators and monitoring. CE's approach is different in that it contains section on working together, and primary obligations, including detail on the project programme. The Management Contract also provides detailed provisions in Annex B to the contract.

Manage change/variations

JCT provides comprehensive detail for change and variations across its contracts except for CE. The issue of instructions, variation provisions and the supplemental provision 'cost savings and value improvements' provides a clear means to deal with this area. CE on the other hand relies on its working together collaborative approach and the default option of Target Cost and associated provisions.

Contract completion and transition to operation

Completion of the works is generally provided by reference in JCT contracts to practical completion, which includes reference to 'as built drawings' and the 'health and safety file'. The definition of practical completion relies on case law and is not defined by setting out detailed requirements to be satisfied, except in the Major Project Construction Contract, and to a lesser extent CE which refers to 'certifying completion' and makes specific reference to commissioning or completion tests referred to in the documentation. Other requirements are to be specified in the other contract documentation. Similarly, maintenance (as separate from rectification), operational manuals and after care are to be specified in the contract documentation.

Project review

The primary place for project review is in the overarching agreements. Such as that contained in the Framework Agreement at clause 21. Also as provided for in section 6 of the CE and at clause 2.3 of CE Project Team Agreement. In each case, the provisions link the review to performance indicators. In other JCT contracts, such indicators provide an important means of assessing performance.

Standardise designs, components and interfaces

Although JCT contracts do not refer to standard designs etc, for which there is no compelling reason to do so, they do not in any way inhibit their use.

Other significant issues in the Construction Playbook

Other issues include collaboration, conflict avoidance, continuous improvement, incentivisation of outcomes, innovation, life cycle costs, passing principles through the supply chain, sustainability, frameworks, and transparency. All such matters are accounted for within the JCT suite.



NEW FROM JCT – DISPUTE ADJUDICATION BOARD DOCUMENTATION 2021 (DAB 2021)

JCT has announced the release of the Dispute Adjudication Board Documentation 2021 (DAB 2021), a new addition to the JCT 2016 contract suite.

- Designed for use with the JCT 2016 Design and Build Contract (DB) and JCT Major Project Construction Contract (MP).
- Enables parties entering into contract with either of the above forms to establish and operate a Dispute Adjudication Board.
- The documentation comprises the JCT/CI Arb Dispute Adjudication Board Rules, a JCT Model Dispute Adjudication Board Tripartite Agreement, and enabling provisions for each of DB and MP.
- The publication also includes the Guidance Notes.

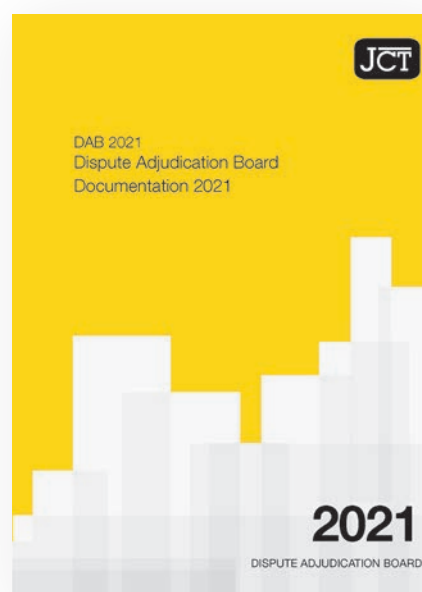
The pack in total contains all the key tools required for establishing and operating a Dispute Adjudication Board under a JCT Contract.

About DAB 2021

JCT's Dispute Adjudication Board Documentation provides a proactive approach to dispute avoidance and resolution. The documentation enables contracting parties to establish and operate a Dispute Adjudication Board – an independent panel of typically three experienced construction professionals – to provide a mechanism of dispute avoidance as a project develops and to make binding decisions (until final dispute resolution if required). The aim is to provide a framework for parties to identify and resolve potential problems and disputes early on to avoid costly litigation and damaging of project relationships.

Dispute Boards (DBs) have been in use on international projects for many years and are regarded as best practice in the area of dispute avoidance. Their uptake on UK projects has been limited given that statutory adjudication is provided in the form of the Construction Act. However, JCT recognised that there was a potential role for DBs, in the form of Dispute Adjudication Boards (DABs), to be used on UK-based projects, especially larger, longer-term projects, and that this could be done in a way that was consistent with and complemented the parties' statutory right to refer disputes to adjudication under the Act.

In developing DAB 2021, JCT is pleased to have agreed with the Chartered Institute of Arbitrators (CI Arb) for its form of DB rules to be used as the basis for JCT's rules. Amendments have been made to the rules for this document to be used with a JCT contract form on a UK project. Other amendments to CI Arb's rules include



establishing the Dispute Board as a Dispute Adjudication Board and ensuring that there is an Act compliant adjudication mechanism in place.

DAB 2021 has been designed for use with the Design and Build Contract and Major Project Construction Contract forms, both of which are suitable for large, longer-term projects. It was thought that these contract forms would be the most appropriate, as the establishment of a DAB will generate costs that must be proportionate to the nature and size of the project. The rules are for use between the Employer and the Contractor under the main contract.

The document pack, combining the JCT/CI Arb Rules, model Tripartite Agreement, and enabling provisions for DB and MP provide users with the tools needed to establish and operate a Dispute Adjudication Board under a JCT Contract.

DAB 2021 is available to pre-order now from the JCT website at: www.jcttd.co.uk/product/dispute-adjudication-board-documentation-2021
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- 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)
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