

JCT NEWS

THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

INTERDISCIPLINARY BIOMEDICAL RESEARCH BUILDING, WARWICK

The University of Warwick's Interdisciplinary Biomedical Research Building (IBRB) is a world class research facility, remarkable for its extensive use of offsite manufacture which ensured it could be delivered to quality and timescale, whilst also being highly sustainable. The project was built on a JCT Design and Build Contract.

The IBRB is a £33m project providing a state-of-the-art facility on the University of Warwick's Gibbet Hall campus. It was designed by Hawkins Brown Architects and Fairhurst Design Group. The main contractor was Wilmott Dixon.

Apropos of the impact of the COVID-19 pandemic on the world over the last two years, IBRB brings 300 biomedical researchers together to fight human infectious diseases and provide world-leading research in neuroscience, microbiology, infection, cell biology, and disease models. The building unites the university's previously separate schools of life sciences and medicine to create a work environment which fosters innovation through interdisciplinary collaboration.

Beyond a home for researchers, the building also enhances the overall student and academic experience and facilitates the growth of undergraduate schemes. At 7000m², it features a 400-seat lecture theatre, a five-storey lab, and various social and collaboration spaces, including an atrium, offices, open study space, breakout areas, and a café. The Wolfson Tissue and Mechanobiology and Human Disease Laboratory, provided through a £750,000 grant from the



IBRB, University of Warwick

Wolfson Foundation, will enable researchers to investigate how cells and tissues perform mechanical functions. Their work will increase the understanding of a wide range of diseases, from cancer to brittle bones and heart disease, positively impacting our ability to fight these conditions.

For a building where quality had to be paramount for a state-of-the-art facility, the 50% level of pre-manufactured value goes far beyond most industry

norms. The project made extensive use of Design for Manufacture and Assembly (DfMA), and the offsite manufactured components comprised a 27-metre tall mega riser serving the entire building, a pre-cast concrete frame, timber frame, and cladding. The strategy to use such a high degree of offsite manufacturing simplified the project's logistics. The pre-fab CLT structure and modular external envelope enabled construction to remain on track despite the impact of COVID-19, and

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Interior of IBRB

the overall carbon footprint of the project was reduced compared to a traditional, on-site approach. The sustainability credentials are further enhanced by the installation of 600 vertical PV solar panels which offset approximately 26,000kg CO₂ in emissions.

The use of offsite manufacture was not without its challenges, however. The mega riser featured 2000 penetrations that had to be pre-cut and aligned. The differential movement between the concrete and timber frames also had to be allowed for. Once complete, the mega rise was dropped into the shaft off a single tower crane in just two days.

The contrasting facades of dark bronze and white concrete are designed to reflect the interdisciplinary research happening within the building and the quality of the work it produces. The striking design creates a recognisable and strong link to the main university campus to the north. The pre-cast concrete clad block houses the “wet” research lab. The bronze aluminium faced block features write-up

and meeting areas. The latter block exposes its CLT a glulam frame, creating a soft warm environment for writing up research work.

The JCT Design and Build Contract has become the contract of choice for projects adopting an extensive off-site approach (see also JCT Case Study: ‘Parkside’ Imperial War Museum HQ, JCT News – July 2021). The Design and Build Contract’s approach is able to meet the needs of parties in terms of design and design responsibility but is also an ideal solution for large scale projects and where a complex set of requirements needs to be accounted for in the contract provisions.

Facilitating the ease of parties being able to enter into contract is at the core of JCT’s business, and in so doing helps to play an important role within the industry. Considering the impact of the pandemic and the role of the IBRB, it’s important to remember the importance of the construction industry in being able to facilitate this vital work.

PROJECT DATA

COST: £33M
CONTRACT: JCT DESIGN AND BUILD CONTRACT
CLIENT: UNIVERSITY OF WARWICK
MAIN CONTRACTOR: WILMOTT DIXON
ARCHITECT AND INTERIOR DESIGNER: . HAWKINS\BROWN ARCHITECTS
DELIVERY ARCHITECT: FAIRHURST DESIGN GROUP

M&E ENGINEER: HOARE LEA
STRUCTURAL AND CIVIL ENGINEER: STANTEC
LANDSCAPE ARCHITECT: BJD LANDSCAPE ARCHITECTS
PROJECT MANAGEMENT: TURNER AND TOWNSEND
COST CONSULTANT: MACE
PLANNING CONSULTANT: TURLEY
MEP D&B CONTRACTOR: NG BAILEY

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JCT'S UPDATED PBA 2022 NOW AVAILABLE IN HARDCOPY AND DIGITAL FORMATS

Back in February, JCT announced the release of the Project Bank Account Documentation 2022 (PBA 2022). The new product is now available in all formats, including hardcopy, JCT On Demand digital, and as part of the JCT Construct subscription service, via the JCT Online Store.

The Project Bank Account documentation is designed to help parties to a JCT contract who wish to set up a Project Bank Account as part of their fair payment practices.

PBA 2022 comprises three parts:

- JCT Project Bank Account Agreement (PBA). This includes the JCT form of Joining Agreement (PBA/JA).
- Enabling Provisions for insertion into the Building Contract and Sub-Contracts requiring the relevant parties to enter into the PBA.
- Guidance Notes.

The JCT PBA Agreement is to be entered into by the Employer, the Contractor and any sub-contractors appointed in respect of the Project when the PBA is set up. There is the facility for new sub-contractors appointed after the date of the Agreement to be included in the PBA by entering into a Joining Agreement (PBA/JA).

JCT's PBA Documentation is appropriate for use in conjunction with the following standard forms of JCT main contract and their related standard forms of JCT sub-contract:

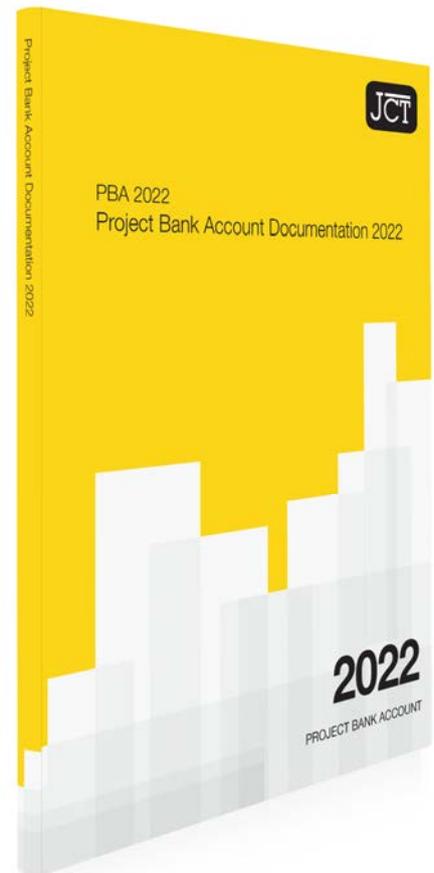
- JCT Standard Building Contract (SBC/Q, SBC/XQ, or SBC/AQ)
 - JCT Standard Building Sub-Contract (SBSub)
 - JCT Standard Building Sub-Contract with sub-contractor's design (SBSub/D)
- JCT Intermediate Building Contract (IC)
 - JCT Intermediate Sub-Contract (ICSub)
 - JCT Intermediate Named Sub-Contract (ICSub/NAM)
- JCT Intermediate Building Contract with contractor's design (ICD)
 - JCT Intermediate Sub-Contract with sub-contractor's design (ICSub/D)
 - JCT Intermediate Named Sub-Contract (ICSub/NAM)

- JCT Design and Build Contract (DB)
 - JCT Design and Build Sub-Contract (DBSub)

PBA 2022 is for use on both private and public sector projects. For public sector projects, PBA 2022 assists JCT contract users in complying with the policy objectives of the Government's Construction Playbook (published in December 2020) on the use of PBAs.

PBA 2022 is only for use with the JCT 2016 Edition of Contracts.

To purchase PBA 2022 and to find out more information, visit: www.jctltd.co.uk/product/jct-project-bank-account-documentation-2022-pba-2022.



POST-BREXIT PROCUREMENT REFORMS TO TAKE SHAPE IN 2022

GRAEME YOUNG, PARTNER AND KIRSTI MCKENZIE, ASSOCIATE - CMS

On 6 December 2021, the Cabinet Office published its plans for transforming public procurement rules post-Brexit. The plans involve introducing primary legislation to Parliament in the form of the Procurement Bill, which will be further implemented through secondary legislation together with 'a detailed package of published resources (statutory and non-statutory guidance on the key elements of the regulatory framework, templates, model procedures and case studies)'.

These reforms were consulted on over a year ago (the Green Paper was originally published on 15 December 2020 and concluded on 10 March 2021). Some of the more controversial proposals, such as capping damages in procurement challenges, have now been dropped. The reforms nevertheless present a comprehensive overhauling of the current set of EU-based regulations. Using the main themes of the proposed reforms, we set out here some of the highlights that will be of particular interest for contracting authorities, utilities and suppliers / contractors.

The Government intends to provide six months' notice of "go-live", once the legislation has been adopted, in order to support effective implementation. In any event, given the timescales around the legislative process, the new regime is unlikely to come into force until 2023 at the earliest. It is however likely that the detail of the new regime will take shape over the course of this year.

Procurement that better meets the UK's needs

- The proposed reforms are focussed on England only - Wales, Scotland and Northern Ireland all having degrees of devolved powers to make their own rules, although the Welsh Government have confirmed that the provisions should apply to Welsh contracting authorities.
- They aim to make public procurement more of a strategic policy tool, for example enshrining in law the principles of 'the public good' and 'value for money' and 'integrity' alongside the competition-based principles of transparency, equal / fair treatment of suppliers and non-discrimination.
- Requirements are to be introduced at each stage of the procurement process setting out explicit publication (transparency) obligations as to what information authorities need to publish, and to set minimum standards in terms of its quality and accessibility.
- An additional statutory objective of promoting the importance of open and fair competition is to be provided for, encouraging competitive procurement.
- The concept of 'public good' will be framed as an objective of maximising the 'public benefit' to support wider consideration of social value benefits, and address concerns about any potential conflict with local priorities.
- A new Procurement Review Unit ("PRU") will be set up to investigate complaints from suppliers, make informal and formal recommendations and to publish statutory guidance for contracting authorities.

A simpler regulatory framework

- The proposed reforms will, 'to the greatest extent possible', combine the current four sets of regulations (public contracts, concessions contracts, utilities and defence procurement) into a 'single, uniform framework'.
- The new regime will apply to the utilities sector where the following three conditions are satisfied:
 - the entity awarding the contract is a 'utility';
 - the contract is for works, services or supplies associated with a prescribed relevant utility activity that will generally match the UCRs (except for now excluding postal services sector); and
 - the estimated value of the contract exceeds the relevant financial thresholds (currently £426,955 for goods and services and £5,336,937 for works, inclusive of VAT).
- While the proposed reforms seek to maintain the flexibility in the current rules for utilities, there does not appear to be any intention to relax the rules, and utilities (and also concession and defence procurement) seem to be set to be covered by the same 'core regime' that will apply to public sector contracts for work, goods and services.

Using the right procurement procedures

- The proposed reforms will introduce a new 'flexible competitive procedure', an 'open procedure', and a 'limited tendering procedure' (with elements of the Light Touch Regime being kept for certain services). This means that the commonly used 'restricted procedure' will be dropped, the implication being that the new competitive flexible procedure is intended to be the default two-stage tendering procedure. It is likely the Cabinet Office will publish specific guidance in the form of template options and case studies to help authorities understand when best to use each procedure.

Awarding the right contract to the right supplier

- A specific feature of the reforms will be a new framework for bidder exclusion grounds, described as being 'simpler, clearer and better suited to the UK's commercial and legal landscape'. For mandatory exclusion grounds, convictions or formal decisions will be required. For example, to exclude a bidder under the new mandatory ground of 'serious breaches of competition law', there must be a decision by the Competition and Markets Authority (CMA) or another regulator relating to the most serious breaches of competition law (such as bid-rigging cartels). The three-year time limit for both mandatory and discretionary exclusion grounds is expected to increase to five-years.
- The proposals include the introduction of a centrally managed public debarment list of suppliers for both

mandatory and discretionary exclusion grounds. New discretionary grounds will be added such as where suppliers may pose a risk to national security and allowing for easier exclusion where there has been previous poor performance by a supplier (including the introduction of a Contract Performance Register holding information such as a supplier's performance against contractual KPIs). There will also be new mandatory grounds, such as for a refusal to disclose a supplier's beneficial owners, which will sit alongside new guidance on 'self-cleaning' and definitions of who is an 'associated person' to a supplier.

Using the best commercial purchasing tools

- The new regime will allow for both open and closed framework agreements, whilst allowing utilities previously covered by the current UCRLs to award longer term closed frameworks. A central register of framework agreements will be introduced alongside a new dynamic purchasing system that can now be used for all types of procurement, and now to be called 'Dynamic Markets' rather than 'DPS+'.

Ensuring open and transparent contracting

- New transparency requirements had been a key feature of the proposals consulted on last year. The reforms introduce a series of new notices to be published by authorities, covering the full 'procurement lifecycle', from planning and market engagement through to contract award, implementation, material changes and termination. To address concerns raised about the burdens on contracting authorities in preparing and publishing these notices, the full set of transparency requirements will only now apply above a threshold contract value of £2 million.
- At award stage, the reforms will require the sharing with all bidders of certain redacted evaluation documents (on the winning bid only) and sending the unsuccessful bidders their own documents privately. This is intended to strike a balance between preserving commercial confidentiality and competition for the market (and future competitions) and providing appropriate transparency as to why the winner was selected. Rather than authorities having to prepare debrief letters giving the 'characteristics and relative advantages' of the winning bid, this is intended to allow losing bidders themselves to compare the relative advantages of the winning bid against their own, and to provide sufficient information to permit challenges to the decision. The proposal to require disclosure of the tenders submitted in a procurement has been dropped due to concerns over confidentiality.

Fair and fast challenges to procurement decisions

- Although it had been consulted on, the reforms will not include any independent review mechanism by authorities, nor the introduction of a specialist tribunal for lower value claims and issues relating to ongoing competitions. The intention instead is to continue to make improvements

to the current High Court (TCC) arrangements. Possible reforms include early and enhanced disclosure and a dedicated procurement judge.

- The reforms will include a new 'simple, single limb' test for the automatic suspension to be lifted. The detail of this is still to be developed but would include allowing for lifting where there are 'overriding consequences for various interests concerned'.
- The controversial cap on damages has been dropped, recognising that capping damages could have other detrimental effects on the ability of unsuccessful bidders to challenge procurements.
- The reforms will include the removal of debrief letters, replacing these with the new transparency requirements (outlined above). It has been emphasised that the intention to remove debrief letters is not to provide less information to bidders at the end of the process, but to encourage contracting authorities to share further documentation and review their procedures carefully when challenged by suppliers. In summary, the new debriefing process is described as:
 - the Award Notice confirming the authority's intention to award a contract and notifying the market of the outcome (including anticipated contract value/description and identity of all bidders and also detail the standstill period);
 - when the authority releases the Award Notice signalling its intention to award a contract, they will additionally provide participants with certain evaluation documents for the winning bidder (redacted for commercial sensitivity);
 - all bidders will be provided with their own, unredacted, evaluation document(s) to enable them to compare the relative advantages of the winning bid against their own;
 - authorities may, if they choose, provide individual covering debrief letters to bidders (which may include feedback on improving performance) but this may not be appropriate or possible in all circumstances.

Effective contract management

- The reforms propose widening the grounds for contract amendments, recognising the difficulties faced by authorities as circumstances evolve throughout the lifetime of a contract. The mandatory publication of contract amendment notices is intended to provide third party suppliers with sufficient knowledge to bring a challenge. The notices are also intended to give greater legal certainty to authorities, as the amendment will not subsequently be allowed to be challenged after the expiry of the standstill period of the 'Contract Change Notice'.

The article which was published in December 2021 on the CMS Law-Now website has been updated for JCT News April 2022

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JCT DIGITAL – ARE YOU MAKING THE MOST OF OUR ONLINE SERVICES?

Flexible options to buy and work with your JCT contracts online, plus an important notice about our JCT Contracts Digital (CD) Service

JCT is committed not only to best practice in creating its suite of contracts but also in their delivery, including embracing the latest digital technologies to support the drafting process and make accessing JCT contracts easier.

Two years ago, we launched our current digital services, *JCT On Demand* and *JCT Construct*, not knowing the unprecedented set of challenges the construction industry was about to face as a result of the COVID-19 pandemic. However, JCT Digital revolutionised the online contract drafting process, which enabled many professionals to continue to be able to access the contracts they needed and support flexible working.

JCT On Demand is the quick and easy option for those who want to get their contract straight away in a digital format, be guided through filling it in, and output a clean printed copy for signing. The full range of JCT 2016 contracts is available from the JCT online store.

JCT Construct is a subscription service providing a range of sophisticated yet easy to use editing features, enabling the addition of bespoke clauses, amendments or any other customised text.

Boilerplates can be created to easily replicate a bespoke set of amendments across different contracts and projects. Collaborative working is supported with guest-sharing, to enable all parties to the contract to share drafts, edit, and view changes.

Both services optimise best practice and transparency, by outputting comparison documents highlighting the full set of any edits and changes against the standard JCT text.

Through our digital-first approach, and as we continue to adapt and refine our services, JCT will be playing its role in supporting the industry's drive to modernise, be agile, flexible and embrace cutting-edge technologies.

You can find out more about our range of digital products and services by visiting www.jcttld.co.uk/jct-digital.

For assistance contact: adonis.pelaez@thomsonreuters.com

More information about the ending of the CD service and FAQ can be found at www.jcttld.co.uk/digital-service.

Announcement on the JCT Contracts Digital (CD) Service

As JCT continues to develop its online services, in cooperation with our technology partners, Thomson Reuters, the existing JCT Contracts Digital (CD) service will be phased out and replaced by *JCT Construct*.

From 1 October 2022, the current CD service will be withdrawn from sale.

Options for existing CD customers

You can choose to renew your current CD subscription for another 12 months if you have contracts in progress. You will have 12 months to complete your contracts and at the end of this period print credits will no longer be available to buy. **New contracts and documents will not be made available on the CD and technical support for the CD service will end on 31 December 2023.**

Or

You can choose to migrate to *JCT Construct* now, ahead of the closure of the CD.

JCT Construct is an online, subscription-based service which maintains the JCT contract structure you are already familiar with. The improved editing functionality means you can add your own amendments, clauses, or other customised text, as well as create boilerplates. The service brings JCT Digital up to date with functional and technical advances. It ensures that the wide variety of JCT contracts can be accessed easily and securely online and best serve your drafting needs.

You can find out more about *JCT Construct*, including an overview and benefits of the service by visiting: www.jcttld.co.uk/jct-construct.

To migrate to *JCT Construct* and to get help with choosing your subscription, contact: adonis.pelaez@thomsonreuters.com.

KEY INFORMATION AND DATES:

Last CD renewal date: 1 September 2022

Closure date: 1 September 2023

Last date for CD support: 31 December 2023





JCT TRAINING VIDEO MODULES – BRUSH UP ON YOUR JCT CONTRACT KNOWLEDGE

JCT Training Video Modules is the latest option available from JCT as part of its JCT Training initiative.

The video modules provide a short introduction to the key elements of JCT contracts. They are convenient and useful for those wishing to refresh their knowledge of a particular aspect of a contract or familiarise themselves with a JCT contract for the first time.

Available via the JCT Online Store, the videos can be purchased either individually, where a quick-reference guide on a particular aspect of a contract is desired, or a contract course can be purchased as an entire series – the videos combined providing a grounding for those new to a contract or those looking for a summary without committing to a full JCT Training Course.

Once purchased, users can log into their account on the JCT Online Store and access their videos at any time.

JCT Training Video Modules form part of the JCT's wider programme of training services, which includes face-to-face full-day courses and 3-hour interactive webinars. The face-to-face training and webinar courses provide a much more comprehensive and detailed overview of the JCT contracts suite and its legal background.

The new video module series complements the full courses by providing convenience and useful information in an easy to access package.

For more information about all of JCT's training services, visit www.jctltd.co.uk/jct-training.

Available JCT Video Module courses:

JCT Contracts 2016 – The Legal Perspective

An introduction to some of the key legal concepts behind construction contracts and how these are dealt with in the JCT suite.

This course includes the following modules:

1. Getting into Contract
2. Letters of Intent
3. Assignment and Novation
4. Bonds and Guarantees
5. Collateral Warranties and Third Party Rights
6. Design Responsibility (in DB 2016)
7. Payment
8. Practical Completion and Liquidated Damages
9. Extensions of Time
10. Indemnities and Insurance
11. Termination

JCT Design and Build Contract 2016

An introduction to the key elements of the JCT Design and Build Contract.

This course includes the following modules:

1. Agreement, Articles & Recitals
2. Particulars & Schedules
3. Sections 1,6,7,8 & 9
4. Employer & Contractor's Key Obligations
5. Payment
6. Changes
7. Time
8. Loss & Expense

JCT Standard Building Contract 2016

An introduction to the key elements of the JCT Standard Building Contract.

This course includes the following modules:

1. Variants
2. Summary of the Agreement
3. Summary of the Conditions
4. Summary of the Schedules
5. Time I
6. Time II
7. Payment
8. Loss & Expense
9. Variations

COMING SOON –

**JCT Minor Works Building Contract
and JCT Sub-Contracts**

JCT INTERVIEWS...



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.

Robert Alflatt started working in the construction industry in 1995, having originally trained and qualified as a quantity surveyor from Nottingham Trent University.

Robert achieved an MSc in Construction Law and Dispute Resolution from King's College, London in 2012.

He has spent his entire career working for contractors and has experience across multiple types of construction projects, many sectors, and many standard forms of contracts.

ROBERT ALFLATT

Member, JCT Council

Member, JCT Drafting Sub-Committee

Group Company Secretary, R G Carter

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

RA: It was by luck really. R G Carter are members of the National Federation of Builders (NFB) and I was invited to represent them on the Contractors Legal Group (CLG). After a few years of working with the CLG I was invited to join the JCT Council and, after that, the Drafting Sub-Committee. I have spent many years working on various forms of standard contracts, and I think it is important to share my experiences and feedback to improve what JCT contracts offer. The industry has always adapted to changes in working practices and it is important that JCT contracts keep pace with that evolution.

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)?

RA: I sit on the JCT Council and Drafting Sub-Committee. The Drafting Sub-Committee are busy at

the moment preparing the next edition of the JCT suite. The industry is also tackling the consequences of the Construction Playbook and Building Safety Bill just to name two current issues.

JCT: Do you have any personal career highlights?

RA: I am very lucky. I have had a wonderfully varied career and consequently gathered lots of experience – good and bad! It is difficult – impossible - in fact, to pick one, but two stand out for me. Firstly, the opportunity to play a role in the ongoing development of JCT and secondly, actively encouraging and supporting the future generation of the industry.

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

RA: The industry has an amazing ability to reinvent itself. Technology and materials have driven the industry to evolve and innovate, meaning many more creative solutions to unique one-off challenges. Every project is unique and it is the buzz of solving challenges and delivering sustainable solutions that gives many who work within the industry the impetus to constantly do better. The industry has a massive

challenge to respond to in terms of carbon and net-zero. Continued innovation in technology and material sciences, together with an industry-wide collective approach, will deliver sustainable reductions in its carbon impact over the years to come.

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

RA: There are the obvious ones of addressing the skills shortage and designing buildings that are sustainable for the future, bouncing back stronger after the pandemic and carefully navigating the current geo-political challenges. Historically the industry has been slow to adapt and keep up. It must adapt quicker, but the opportunities that face it, if it does, are exciting.

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

RA: Definitely. JCT's decision to launch its training programme in 2019 has given users access to tailored training delivered by past and current members of the JCT Council and Drafting Sub-Committee. The challenge for JCT will be keeping itself relevant to a fast changing industry in the years to come.



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JCT'S YOUNG PROFESSIONALS GROUP LAUNCHES NEW 'JCTEA' NETWORKING INITIATIVE

'Let's catch up over JCTea' is an initiative developed by JCT's Young Professionals Group (YPG), to promote networking and get to know new members by way of an informal monthly catch up.

The scheme pairs up members who have signed up to take part each month at random for a short informal catch up of around 15-20 minutes.

The idea behind the initiative is to introduce new members, get conversations flowing, learn about some of the different disciplines that make up YPG (and JCT) membership, and learn about some of the work that individual members are involved with.

Members are free to structure their conversations and talk about whatever they wish, however topics of conversation could include, 'where they work and what do they do?', 'how are JCT contracts used in their workplace/business?', 'what are they doing to maintain good health and wellbeing?' 'where do they see themselves in 5/10 years?', 'what advice would they give others who are starting out their career in this sector?'.

The scheme is set up so that the meetings will take place initially online but can take place face-to-face if desired and geographically practicable. Once a monthly meeting has taken place, the group will once again be randomised and paired up for a new meeting the next month.

The benefits of the scheme in summary, include:

- Networking opportunity with fellow members and JCT professionals
- Meet virtually before face-to-face activities to establish better connections
- Health and wellbeing check-in
- Share best practice
- Contribute towards CPD

If you, any of your colleagues, or employees are in the first ten years of their construction career and are interested in joining the JCT YPG, or taking part in the 'Let's catch up over JCTea' initiative, visit ypg.jctltd.co.uk to find out more.



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YPG – Activities Update

The YPG has been busy over the last year with a number of virtual webinars and members' talks. Just like the YPG membership, guest speakers have come from a variety of disciplines across the construction industry and have provided talks on a wide range of topics.

So far, our events have included:

JCT Insurance Options

Hosted by Mark Pantry, senior associate, Fenwick Elliott and YPG founder member leader

Grenfell and the Draft Building Safety Bill

Hosted by Michael Haste, director, Pascall+Watson and JCT Board member

A Consideration of 3 Relevant Construction Matters

Hosted by Su Sharma, solicitor to Skanska UK Plc

The Future of Construction

Presented by Rob Horne Partner, Head of Construction and Engineering Disputes & Risk, UK, and Tom Andrews, Senior Associate, UK, Osborne Clarke

Construction Insurance 101

Hosted by Ryan Bond, associate, Gallagher

The Role of Digitalisation in Building a Safer Future

Presented by Dr. Marzia Bolpagni, building engineer and head of BIM International, Mace

Construction and Engineering Projects – What can I do to avoid disputes?

Presented by Tom Hawkins, director (construction solutions), FTI Consulting



As well as continuing the range of digital events, the YPG is also gearing up to host its first in-person networking event, featuring a talk from Anjali Pindoria, project surveyor, Avi Contracts Ltd, on How to be a Change Maker in a Diversifying Industry.

Find out more about the YPG, taking part in networking events, and how to join by visiting ypg.jctltd.co.uk.

MEET OUR YPG VOLUNTEER LEADERS

The JCT YPG is led by a committee of dedicated professionals across the construction industry:



Mark Pantry

associate, Fenwick Elliott LLP



Charlie Saunders

senior surveyor, CBRE Development Modelling



Suzanna Fairbairns

assistant cost strategy manager, Department for Education



Duncan Athol

senior associate, CMS Cameron McKenna Nabarro Olswang LLP



Mark Lynch

CEO and founder, LaunchPad. CEO and solicitor, Law.X

Sarah Ho

architect, Sheppard Robson Architects LLP

JCT On Demand

The contracts you need, **ON DEMAND**



JCT On Demand is the digital equivalent of the JCT hardcopy contract. Purchase a JCT On Demand version of your contract of choice via our store and get **instant online access**. Fill in your contract in a **safe, secure, online environment** using an **intuitive Q&A process** to enable you to fill out your contract comprehensively.

Instant digital access to all JCT Contracts, Sub-contracts and other documents.

- 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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