

# **JCTNEWS** THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

# THE SHERBORNE, DORSET



### The Sherborne, a project by SPASE.

A derelict Georgian mansion has been rescued with a full period-correct restoration and the addition of a new glulam-timber extension to provide Dorset with a new arts venue. The project used a JCT Standard Building Contract.

Sherborne House in Dorset is a Grade I listed building which features Georgian, Tudor, and medieval elements. The main structure is an early Georgian mansion which has been attributed to local architect and craftsman Benjamin Bastard. Its principal staircase features an original mural depicting hunting scenes completed in the 1720s by Dorset-born artist James Thornhill, who is best known for the paintings inside the dome of St Paul's Cathedral.

The house was a private home until 1931, when it was purchased by Dorset County Council to house Lord Digby's School for Girls. By the end of the school's tenure in 1992, the building had not been well maintained and, after remaining empty for the intervening years, was placed on Historic England's Heritage at Risk Register due to the building becoming dilapidated.

In 2018 the building was purchased by the Sherborne House Trust – an independent charitable trust set up to restore the building, preserve the Thornhill mural, and create a centre to widen participation in, and accessibility to, the arts.

Planning permission was granted in 2021 and the project, renamed The Sherborne, was ready to undergo a full restoration and extension. SPASE architects were engaged to design the project.

#### Continues on page 2 >>

Photography © Brett Charles

Katy Dowding to Give the JCT Povey Lecture 2024

JCT 2024 Edition - Available Products Update

Supreme Court Overrules Parkwood: Collateral Warranties are not Construction Contracts

6

JCT Training: Places Still Available on Our Autumn Courses, New JCT 2024 Video Modules Released

The views expressed in the articles in  $\mathcal{JCT}$  News are those of the author(s) and do not necessarily reflect JCT's views.

Sweet & Maxwell



Member Spotlight -

Jonathan Russell

The completed build offers the following new features:

- Gallery spaces in both historic rooms and new-build extension
- A sculpture garden and external amphitheatre for live performances at the rear
- A bistro and restaurant, event spaces for hire, and a shop stocking local products – with profits supporting the arts programme.

The carrying out of the works can be described in two distinct sections, the restoration of the existing building, and the newly built extension.

### Restoration

Despite the building being watertight, it was in serious need of structural repair. Extensive works were carried out to stabilize the floors, ceilings and walls in as discreet a way as possible, with the aim that most visitors would never fully notice the extent of the repairs carried out. Specialists from Mann Williams structural engineers were engaged to complete the works on the historic parts of the building.

Careful research, repair, and conservation has been carried out to ensure that the restoration works were as historically accurate as possible. Works included replacing and repairing Georgian panelling, installing new timber doors where existing ones were missing, restoring fireplaces and decorative finishes, as well as removing inappropriate paint finishes. Lime plasters were taken for laboratory analysis to ensure repairs were undertaken with the correct mixes, and specialist decorators have created an interior scheme based on a 1726 inventory. The whole exterior has been meticulously cleaned and hand-painted to ensure a seamless blend between the original stone and the new lime renders.

Textiles, such as bespoke silks and carpets, have been woven in Suffolk and Yorkshire to historical designs and specifications. The painting on the mural has been fully restored, alongside the joinery of the staircase so that the entire scheme is much closer to that completed by James Thornhill in the 1720s. A new bespoke lighting scheme ensures that the mural is displayed properly, with 'candlelight' temperature lighting.

As a result, the building has been removed from the Heritage at Risk Register.

### **New Build**

At the outset of the project, it was clear that the existing building would not be viable on its own to meet the ambitions of what the scheme wanted to achieve. However, the planned extension, which doubles the size of the overall footprint, needed to be sensitively handled to make sure the history of the existing building was appropriately respected and protected.

It was decided to extend to the northern (rear) of the site with single-storey structures that wrap around a central courtyard – providing separation from the main building. The primary structure is a new pavilion – a glulam-timber building sourced from sustainable spruce. It is 22-feet high, and its self-supporting roof structure and ceiling is formed of 17-metre pieces of laminated European spruce, each weighing 1.5 tonnes. It features concave sculpted copper-clad roofs that are designed to assist the flow of passive ventilation.

Further sustainable measures have been implemented with the use of wood-fibre ventilation, complementing the upgrade to the existing building, whose thermal performance was improved with the use of breathable hemp in the roofs and intermediate floors, as well as recycled foamed glass under new limecrete floor slabs. Air source heat pumps have been introduced alongside mechanical ventilation heat recovery. A future phase is planned to install photovoltaic panels.

The pavilion provides a marked contrast to the existing building, but it achieves a sensitive balance between celebrating its own very contemporary features and complementing the historic building. The colour scheme of the natural spruce and copper roofs is brought together with the stone of the mansion, and the floor-to-ceiling glazing of the pavilion provides a harmonious link between the gardens and main building, enabling it to be fully appreciated with views from the courtyard aspect.

With a mix of conservation, restoration, new-build, and some complex technical construction, involving a variety of specialist disciplines, a project of this nature requires a contract capable of capturing complex requirements and making sure the responsibilities of all parties is clear. The JCT Standard Building Contract is a benchmark in the industry for providing a reliable and well-established document, that has enabled the building of many such projects. As with The Sherborne, it is just as capable as mixing the traditional and the contemporary.

PROJECT DATA:			
START ON SITE:	NOVEMBER 2021	STRUCTURAL ENGINEER:	MANN WILLIAMS
COMPLETION:	MAY 2024	M&E CONSULTANT:	QODA
GROSS INTERNAL		QUANTITY SURVEYOR:	PGP
FLOOR AREA:	2640M², (EXISTING: 1622.5M², NEW: 1017.5M²)	LANDSCAPE CONSULTANT:	SPASE ARCHITECTS + SURVEYORS
CONTRACT:	JCT STANDARD BUILDING	SOFT LANDSCAPING:	ANGELA MORLEY
	CONTRACT	ACOUSTIC CONSULTANT:	SOL ACOUSTICS
CLIENT:	SHERBORNE HOUSE TRUST 2018	PRINCIPAL DESIGNER:	SPASE ARCHITECTS + SURVEYORS
ARCHITECT:	SPASE ARCHITECTS + SURVEYORS	APPROVED BUILDING INSPECTOR:	LABC
MAIN CONTRACTOR:	STONEWOOD BUILDERS	CAD SOFTWARE USED:	AutoCAD

2



3

## KATY DOWDING TO GIVE THE JCT POVEY LECTURE 2024



Katy Dowding, president and CEO, Skanska UK, has been announced as the speaker for the JCT Povey Lecture 2024, taking place on Thursday, 7 November.

The title of Katy's presentation is *"Construction - The Secret to More Collaborative Contracting and Better Project Outcomes Through Diversity and Inclusion"*.

As head of one of the UK's leading contractors, Katy will provide a unique insight into delivering successful construction projects and achieving a more collaborative approach to contracting, by highlighting in particular Skanska's approach to diversity and inclusion throughout its project teams.

Katy Dowding's Povey Lecture promises to be an informative presentation that will be important not just to contractors, but all those working across the supply chain who seek to maximise project outcomes by embracing new methodologies.

### About the speaker

Katy Dowding has been president and CEO of Skanska UK since May 2023, following a construction career spanning more than 35 years.

She has a wide breadth of experience across the building, infrastructure and service sectors, including defence, transportation, education, commercial office, light industrial and healthcare.

Katy joined Skanska in 2003 in a senior commercial position on the Ministry of Defence (MoD) Main Building project, and then the redevelopment of Barts and The Royal London Hospitals.

Following roles in Skanska's telecoms utilities and facilities services businesses, Katy joined the Executive Management Team in 2017. Her responsibilities covered the building business and building

services operation, which delivers facilities management and mechanical, electrical and public health engineering.

A highly respected figure in UK construction, Katy sits on the industry-level Construction Productivity Taskforce. She was also a member of the Skanska Costain STRABAG joint venture board, overseeing the delivery of the London tunnels section of High Speed 2.

A passionate advocate for greater inclusivity within construction, Katy chaired the National Association of Women in Construction (NAWIC) for eight years and has been executive sponsor of Skanska UK's Womxn's and Pride LGBTQ+ employee networks.

#### The JCT Povey Lecture

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

The JCT Povey Lecture is open to members of the JCT Network. To receive an invite, the JCT Network can be joined at www.jctltd. co.uk/network-signup. The event will take place at 4.00 p.m. on Thursday, 7 November 2024.

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

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



4

# JCT 2024 EDITION – AVAILABLE PRODUCTS UPDATE

The following JCT 2024 contracts are now available via the JCT Online Store – access instantly online through *JCT* On Demand digital and via the *JCT* Construct digital subscription service, or purchase in hardcopy for delivery.

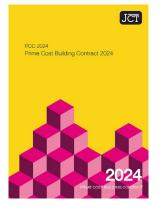


### JCT Standard Building Contract 2024

Contract family includes:

- JCT Standard Building Contract With Quantities 2024 (SBC/Q 2024)
- JCT Standard Building Contract With Approximate Quantities 2024 (SBC/AQ 2024)
- JCT Standard Building Contract Without Quantities 2024 (SBC/XQ 2024)
- JCT Standard Building Contract Guide 2024 (SBC/G 2024)
- JCT Standard Building Contract With Quantities 2024 Tracked Change Document (SBC/Q 2024 Tracked)\*
- JCT Standard Building Contract With Approximate
- Quantities 2024 Tracked Change Document (SBC/AQ 2024 Tracked)\*
- JCT Standard Building Contract Without Quantities 2024 Tracked Change Document (SBC/XQ 2024 Tracked)\*
- JCT Standard Building Sub-Contract Agreement 2024 (SBCSub/A 2024)†
- JCT Standard Building Sub-Contract Conditions 2024 (SBCSub/C 2024)†
- JCT Standard Building Sub-Contract with sub-contractor's design Agreement 2024 (SBCSub/D/A 2024)† JCT Standard Building Sub-Contract with sub-contractor's design Conditions 2024 (SBCSub/D/C 2024)†
- JCT Standard Building Sub-Contract Guide 2024 (SBCSub/G 2024)
- Visit: https://www.jctltd.co.uk/category/standard-building





### JCT – Constructing Excellence Contract 2024

#### Contract family includes:

- JCT Constructing Excellence Contract 2024 (CE 2024)
- JCT Constructing Excellence Contract Project Team Agreement 2024 (CE/P 2024)
- JCT Constructing Excellence Contract Guide 2024 (CE/G 2024)
- Visit: https://www.jctltd.co.uk/category/partnering-contracts

### JCT Prime Cost Building Contract 2024

JCT Prime Cost Building Contract 2024 (PCC 2024) JCT Prime Cost Building Contract Guide 2024 (PCC/G 2024)

Visit: https://www.jctltd.co.uk/category/prime-cost-building-contract

\*Available in hardcopy only

- \*\*Available digital only
- † For digital versions (JCT On Demand and JCT Construct) the Sub-Contract product includes both the Agreement and Conditions

For information on the JCT Tracked Change Documents, visit www.jctltd.co.uk/category/jct-tracked-change



5



JCT Repair and Maintenance Contract 2024 Contract family includes: JCT Repair and Maintenance Contract 2024 (RM 2024) Visit: https://www.jctltd.co.uk/category/repair-and-maintenance-contract

### JCT 2024 Admin – Contract Administration Model Forms Contract family includes:

SBC 2024 Admin – Contract Administration Model Forms\*\*

(For use with the Standard Building Contract With Quantities 2024, Standard Building Contract With Approximate Quantities 2024, and Standard Building Contract Without Quantities 2024)

Visit: https://www.jctltd.co.uk/product/sbc-2024-admin-contract-administration-model-forms

J	СТ
SBC 2024 Admin Contract Administration Model Forms	
For one with Basedow Baldwing Constant With Quantities (BSCR) 2014 Basedow Baldwing Contract Without Quantities (BRC/RQ) 2014 Basedow Baldwing Contract Without Quantities (BRC/RQ) 2014	2024
2 STANDARD BUILDING CC	024
© The Jost Costructs Tribunal Laura (201	SEC 2134 Admin



## JCT Consultancy and Pre-Construction Services Agreements 2024

### Contract family includes:

- JCT Consultancy Agreement (Public Sector) 2024 (CA 2024)
- JCT Pre-Construction Services Agreement (General Contractor) 2024 (PCSA 2024)
- JCT Pre-Construction Services Agreement (Specialist) 2024 (PCSA/SP 2024)
- Visit: https://www.jctltd.co.uk/category/agreements

### JCT Major Project Construction Contract 2024

Contract family includes:

- JCT Major Project Construction Contract 2024 (MP 2024)
- JCT Major Project Construction Contract Guide 2024 (MP/G 2024)
- JCT Major Project Sub-Contract 2024 (MPSub 2024)
- JCT Major Project Sub-Contract Guide 2024 (MPSub/G 2024)
- Visit: https://www.jctltd.co.uk/category/major-project-construction-contract





6

## SUPREME COURT OVERRULES PARKWOOD: COLLATERAL WARRANTIES ARE NOT CONSTRUCTION CONTRACTS

# AIDAN STEENSMA; MATTHEW TAYLOR; CHRIS HALLAM; STEVEN WILLIAMS; – CMS CAMERON MCKENNA NABARRO OLSWANG LLP

In a decision issued in July, the Supreme Court has found that collateral warranties and other contracts which are merely derivative or reflective of primary building contracts do not fall within the Construction Act. In addition to overturning the Court of Appeal's decision on this point, the judgment also overrules an earlier decision by the TCC in 2013 which had found collateral warranties to be capable of falling within the Act depending on their wording. The Supreme Court's decision will have significant implications for the enforcement of collateral warranty rights in the future and may render adjudications previously decided under collateral warranties to be invalid for want of jurisdiction.

### **Collateral warranties and the Construction Act**

The Housing Grants Construction and Regeneration Act 1998 (as amended) (the "**Construction Act**") applies to "construction contracts", defined as being (among other things) a contract "for ... the carrying out of construction operations". One of the consequences of a contract falling within this definition is that the mandatory adjudication provisions of the Act will apply. These require the contract to provide a right for the parties to adjudicate "at any time". If the contract does not provide such a right, the adjudication provisions of the Scheme for Construction Contracts are implied.

Up until now, the only case which had considered whether collateral warranties fell within the definition of a "construction contract" was *Parkwood Leisure v Laing O'Rourke*. The collateral warranty in that case was executed part way through the works and provided that the contractor "*warrants, acknowledges and undertakes that it has carried out and shall carry out and complete the Works in accordance with the Contract.*" The court in that case emphasised the promissory nature of the word "*undertakes*" and found that the collateral warranty amounted to a contract for the carrying out of construction operations.

The *Parkwood* case, and the potential for beneficiaries under a collateral warranty to benefit from the adjudication provisions of the Construction Act, marked an important point of distinction between collateral warranties and third-party rights granted under the Contracts (Rights of Third Parties) Act 1999. In *Hurley Palmer Flatt v Barclays Bank*, the TCC found that the beneficiaries of third-party rights under a construction contract

could not take advantage of the adjudication provisions in the construction contract. However, this is a difficult area of law and questions remain as to how third-party rights relate to express adjudication provisions in a building contract and the precise circumstances in which holders of third-party rights would be able to bring adjudication proceedings.

### Abbey Healthcare (Mill Hill Limited) v Simply Construct (UK) LLP: a recap

The appeal in this case arose out of a claim by Abbey (a tenant) to recover losses from Simply (a contractor) in respect of fire safety defects at a care home. Abbey brought adjudication proceedings against Simply pursuant to a collateral warranty and obtained a successful adjudication decision. The collateral warranty provided (among other things) that:

"The Contractor warrants that (a) the Contractor has performed and will continue to perform diligently its obligations under the Contract; (b) in carrying out and completing the Works the Contractor has exercised and will continue to exercise ... reasonable skill care and diligence ..."

A summary judgment application was made by Abbey to enforce the adjudication decision. However, it was refused by the TCC on the basis that the collateral warranty did not meet the definition of a "construction contract" under the Construction Act. Strong emphasis was placed on the fact that the collateral warranty had been executed approximately 4 years after practical completion and that its wording suggested it was no more than a warranty of a past state of affairs.

In a split judgment, the Court of Appeal overturned the TCC's decision, with the majority finding the wording of the warranty sufficiently broad to include a promise to carry out future construction operations. The belated execution of the warranty was of no consequence, as if the warranty otherwise contained a promise for the carrying out of construction obligations, execution after completion of work would mean only that the warranty was to be given retrospective effect.

For a more detailed review of the TCC and the Court of Appeal decisions, please see our earlier Law- Nows here and here.

### **The Supreme Court**

In a unanimous decision, the Supreme Court has now overturned the Court of Appeal's judgment, finding that the



Abbey warranty did not fall within the Construction Act, but on different grounds to the original TCC decision.

The Supreme Court considered that *Parkwood* had been wrongly decided and was to be overruled. In the Court's judgment, the emphasis given in *Parkwood*, and by the Court of Appeal and the TCC in this case, as to whether the warranty contained promissory language was misplaced. Whether or not a contract was one "for ... the carrying out of construction operations" depended on the object or purpose of the agreement. In the Court's judgment, for the object or purpose of a contract to be the carrying out of construction operations:

"it must surely be necessary for the agreement to give rise to the carrying out of such operations. A collateral warranty that merely promises to the beneficiary that the construction operations undertaken under the building contract will be performed does not do so. In such a case, it is the building contract that gives rise to the carrying out of the construction operations; not the "collateral" warranty. Any obligation undertaken to the beneficiary to carry out construction operations derives from and mirrors the obligations already undertaken under the building contract."

A collateral warranty will not, therefore, fall within the Construction Act if it merely promises to perform obligations under the original building contract. There must be a separate or distinct obligation to carry out construction operations for the beneficiary under the warranty, "*not one which is merely derivative and reflective of obligations owed under the building contract.*" The Court acknowledged that this approach would mean that most collateral warranties will not fall within the Construction Act.

#### **Conclusion and implications**

The Supreme Court's judgment represents a fundamental change in this area of the law and reverses the legal position which has held sway since the decision in *Parkwood* almost 11 years ago. The assumption will now be that collateral warranties do not fall within the Construction Act, save for special cases where separate and distinct obligations to carry out work are agreed within the warranty. Collateral warranties which contain step-in rights may fall into this category as and when step-in rights are exercised.

The most immediate impact of the Supreme Court's judgment will be on adjudication decisions in collateral warranty disputes which have been obtained in reliance on the law as it previously stood. Where no right to adjudicate would now exist based on the Supreme Court's reasoning, such decisions are likely to have been invalid for want of jurisdiction. Any parties who have made payments as a result of such decisions may wish to consider whether they may call for the return of these amounts.

The decision is also likely to influence negotiations for collateral warranties and third-party rights on future projects. The difference between collateral warranties and third-party rights as regards statutory adjudication is now more difficult to discern. Employers and funders may press for the inclusion of express adjudication clauses in collateral warranties. Contractors and consultants may resist this, citing the reasoning in the Supreme Court's judgment. This may then encourage parties to find ways of securing rights of adjudication through the drafting of third-party rights provisions. Time will tell where the balance will be struck.

### References

Parkwood Leisure Ltd v Laing O'Rourke Wales and West Ltd [2013] EWHC 2665 Hurley Palmer Flatt Ltd v Barclays Bank PLC [2014] EWHC 3042 (TCC) Abbey Healthcare (Mill Hill Limited) v Simply Construct (UK) LLP [2022] EWCA Civ 823

### **KEY CONTACTS**

Aidan Steensma: Of Counsel London. T +44 20 7367 2137 Matthew Taylor: Partner, London. T +44 20 7524 6341 Chris Hallam: Partner, Manchester. T +44 161 393 4757

**Steven Williams:** Partner, Co-head of the Infrastructure, Construction and Energy Disputes Group London. T +44 20 7524 6713





JCT TRAINING



Learn fro he expen

# JCT TRAINING: PLACES STILL AVAILABLE ON OUR AUTUMN COURSES, NEW JCT 2024 VIDEO MODULES RELEASED

The autumn series of JCT Training is now live with a range of full-day in-person courses and 3-hour online webinar courses. Scheduled to take place in October and November, the courses will focus on three different contract families from the JCT 2024 Edition

Wednesday, 23 October 2024

JCT Minor Works Building Contract 2024

**Online courses** 

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

#### **In-person courses**

of Contracts.

Thursday, 17 October 2024 JCT Intermediate Building Contract 2024

### Thursday, 14 November 2024

JCT Design and Build Contract 2024

### **Video Modules**

In addition to the autumn courses, JCT has also released the first JCT Training Video Modules covering contracts from the JCT 2024 Edition – 'Introduction to JCT Design and Build Contract 2024' and 'Introduction to JCT Minor Works Building Contract 2024'.



The autumn courses are now open for booking at www.jctltd.co.uk/jct-training/available-courses. The latest JCT Training Video Modules can be purchased at www.jctltd.co.uk/category/jct-training-videos.

### Sweet & Maxwell





### Full name: Jonathan Russell

**Title or occupation:** Chartered Project Manager / Regional Director / PM Lead (Southampton) AtkinsRéalis

How long have you been a YPG member: 6 months

### **Professional Spotlight**

# JCT: Tell us a bit about your background; what is your current role, and why did you decide on a career in the construction industry?

I joined AtkinsRéalis (formerly Faithful+Gould) in June 2023 as a regional director, and work as the PM lead for our Southampton office. I oversee a team of 20 project managers, within an office of 55, specialising in education, central Government, local authority and NZC projects. I had spent the previous decade working nationally as a chartered project manager and contract administrator, delivering projects across multiple sectors including residential, extra-care, education, commercial / industrial, and healthcare.

Having studied history as an undergraduate, I always found the idea of project management intriguing and was put forward for a trainee project management role by a friend and colleague – and I have never looked back. I qualified with a Master's in construction project management in 2013, became a chartered project manager with the RICS in 2020, and a RICS APC assessor in 2022.

# JCT: Can you tell us about any specific work you're currently doing that has any association to JCT and its contracts?

I have worked extensively during my career as an employer's agent and contract administrator using the JCT suite of contract documents, specifically JCT DB, MW, MWD, PCSA and all manner of warranties and consultant agreements.

I actively engage with colleagues and clients on the use of JCT as a standard form of building contract and have provided "Lunch and Learn" sessions on JCT to both



colleagues and clients within public and higher education sectors. I have also worked with colleagues across the industry, in anticipation of the upcoming release of the updated 2024 JCT suite of contract documents, to understand the upcoming changes and reflect on what this is likely to mean to our clients and us as employer's representatives.

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

Working within construction provides a fantastic opportunity to make an impact on our society, our culture, and our legacy. Ultimately, when acting as a construction project manager, you are left with a physical testament to all the hard work and collective efforts of the team at the end of the project. It is fantastically rewarding to be able to walk around an asset or physically touch the result of all of these endeavours.

Construction however is notoriously slow to innovate and to incorporate technology. Whilst this is slowly improving, it feels as though the rate of change is drastically slower than almost all other industries, and we must work incredibly hard to challenge and drive innovation. The industry has suffered from a woeful lack of state funded investment in our workforce, specifically apprentices and graduate trainees. For my entire working life there has been a concern about our skilled workforce, which has only been exacerbated by recent economic treaties, meaning that we are struggling to meet the demands of the industry.

#### JCT: Who/what inspires you?

I find it incredibly rewarding working with talented, bright, and forward-thinking colleagues across the built environment, who challenge my ideas, thought processes, and ways of working. I would happily admit that, like most people, I crave comfort from routine and from what I know, but I continued to be amazed and inspired by the different approaches taken by my colleagues and designers when it comes to solving problems, presenting ideas, creating solutions and bringing projects forward.

### JCT: What future goals and aspirations do you have for your career?

In the short-term I am very keen to continue to build even closer ties with the RICS and JCT, providing specialist advice in relation to procurement, tendering, contract practice, and contract administration.

I am also very keen to drive innovation within the sector and look at the ways in which project management in particular can embrace technology and modern methods of working.

### JCT: What is the biggest career challenge you've had to overcome?

Whilst I have overcome a number of personal and professional challenges, I would certainly rank becoming a chartered project manager and member of the RICS as one of my biggest career challenges to date. The time, effort, and commitment required to pass your APC should not be underestimated, but it provides you with the rounded knowledge and understanding required to become a trusted and competent surveyor.

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

Construction, like the wider public finances, faces a number of fundamentally structural challenges that need to be overcome in the coming years. These principally relate to the uncertainty around planning policy, the increasing impact and stringency of the building regulations, the global drive towards achieving NZC, and the specific funding challenges faced by the public purse.

All of these parallel issues are having a significant and detrimental impact on scheme viability, development costs, construction costs, and the future liabilities associated with operation and maintenance.

#### JCT: Does JCT and the Young Professionals Group have a wider role to play in the industry beyond producing contracts?

JCT and the YPG should consider its wider influence in promoting education and training and ensuring that members are considering their CPD obligations and improving their knowledge and understanding of contract law.

The JCT and the YPG also have a role to play, in my opinion, in fostering a strong sense of collaboration within the industry and challenging stereotypes around contractual practices. As an organisation, JCT itself is borne out of the collective discussions of a number of leading industry bodies and organisations, reflecting the great potential benefits of strong collaboration.

### JCT: What do you like most about being a YPG member?

Being a YPG member provides access to the latest news on the JCT, as well as providing excellent CPD and networking opportunities.

### JCT: What else do you hope to gain from YPG membership?

I hope to be able to pass on my knowledge and experience to other members of YPG community.

### **Fun Questions**

### JCT: What are you reading, listening to, or watching that you'd recommend?

Stephen Hawking – A Brief History of Time Living La Vida Local – A Podcast Series on the Local Government.

JCT: Do you have any hobbies?

Golf Running Parenting...

### JCT: Favourite place you've travelled?

Vietnam and Thailand

### JCT: Describe what a perfect day outside of work would look like for you?

Morning run Long dog walk on the beach Pub lunch

# JCT Construct

**Build and create your JCT contracts online** 



*JCT* **Construct** is a contract drafting system with advanced editing features, enabling you to create and amend your JCT contracts in a secure, flexible, and easy to use online environment.

The system enables the editing of the JCT contract text itself, so that you can add your own amendments, clauses, or other customised text. This works alongside an intuitive Q&A process so that you can be guided through filling in your contract easily and comprehensively.

*JCT* Construct is available as a subscription only service with a range of options to suit you and your business.





Get started on your digital JCT contract today with *JCT* Construct. Buy online: jctltd.co.uk/jct-construct