



Appropriate Contract Selection
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9 May 2018


 



Established Suites of Contract


Main ones used in England are:

- ▶ JCT – The Joint Contracts Tribunal
- ▶ NEC – New Engineering Contract
- ▶ FIDIC – International Federation of Consulting Engineers
- ▶ PPC2000 – Public Procurement Contract
- ▶ IChemE – Institution of Chemical Engineers
- ▶ Others: Infrastructure Conditions of Contract, Model Form of General Conditions of Contract, Constructing Excellence Contract



JCT - Overview


- ▶ 2016 versions
- ▶ A range of standard form contracts
 - ▶ D&B, traditional, measured term, management contract, minor works
 - ▶ Also publish a sub-contract for certain contracts
 - ▶ Also publish collateral warranties – Funder, Tenant, Purchaser, Employer
 - ▶ No consultant appointments
- ▶ Popular in England Wales rather than international

JCT - Suites 


- ▶ Minor Works Building Contracts (with or without Contractor's Design)
 - ▶ i.e. small extensions to existing buildings etc.
- ▶ Intermediate Building Contracts (with or without Contractor's Design)
 - ▶ mid-sized projects i.e. small additional buildings etc.
- ▶ Standard Building Contracts
 - ▶ With Approximate Quantities (SBC/AQ)
 - ▶ With Quantities (SBC/Q)
 - ▶ Without Quantities (SBC/XQ)
- ▶ Contractor's Designed Portion
 - ▶ Specialist sub-contractors may need to design a specific portion of the works.

JCT - Suites 


- ▶ Design and Build Contract
 - ▶ Employer's Requirements
 - ▶ Contractor's Proposals
- ▶ Major Project Construction Contract
 - ▶ Large projects where parties are experienced in procurement i.e. major sports stadiums and shopping centre development.
- ▶ Plus: Sub-Contracts, Warranties.

JCT - Anatomy 


- ▶ Format & Structure
 - ▶ Articles of Agreement;
 - ▶ Contract Particulars: these contain project-specific information;
 - ▶ Conditions of Contract;
 - ▶ Schedules; and
 - ▶ Schedule of Amendments

JCT - Anatomy 


- ▶ Articles of Agreement: identify Contract Sum, Key personnel (EA, PD, PC), Dispute Resolution Options
- ▶ Contract Particulars: Application/non-application of key terms
 - ▶ Identify key documents i.e. Employer's Requirements and Contractor's Proposals, Contract Sum Analysis (*Article 4*)
 - ▶ Completion Date of whole of sections (*Clause 1.1*)
 - ▶ Limitation of Contractor's Liability (*Clause 2.17.3*)
 - ▶ LADs (*Clause 2.29.2*)
 - ▶ Rectification periods (*Clause 2.35*)
 - ▶ Payment periods and options (*Clause 4.6 – 4.7*)
 - ▶ Retention (*Clause 4.18.1*)

JCT - Anatomy 


- ▶ Insurance (*Clause 6.4.1 – 6.15*)
- ▶ Performance Bond (*Clause 7.3.1*) (*new 2016*)
- ▶ Parent Company Guarantee (*Clause 7.3.2*) (*new 2016*)
- ▶ Third party rights & collateral warranties (*Clause 7.4*) (*new 2016*)
- ▶ Adjudication/arbitration nominating body (*Clause 9.2.1 & 9.4.1*)
- ▶ Conditions – T&Cs
- ▶ Usual for a schedule of amendments to be annexed

JCT – Core Clauses 


- ▶ Duty of Care (clause 2.1, 2.2)
- ▶ Design (2.1, 2.37, 2.38, Schedule 1)
- ▶ PC (Clause 2.27)
- ▶ EOTs (Clause 2.23 – 2.26)
- ▶ Variations (Section 5)
- ▶ Defects (Section 2.35 – 2.36)
- ▶ Payment (Section 4)
- ▶ Termination (Section 8)
- ▶ Disputes (Section 9)

NEC - Overview 


- ▶ NEC4 launched 2017
- ▶ Intended as a departure from the traditional forms of contract
- ▶ Uses different language to traditional contracts e.g. compensation events
- ▶ Used by government departments, local authorities and utilities
- ▶ Used internationally

NEC – Key Concepts 


- ▶ Clause 10.1: All involved (i.e. parties, Project Manager, Supervisor etc) to act *"in a spirit of mutual trust and co-operation"*
- ▶ Requires the Contractor to co-operate with all "Others" (Clause 25.1)
- ▶ Encourages:
 - ▶ Open communication.
 - ▶ Risk management: risk should be discussed & allocated properly
 - ▶ Problem solving: NEC encourages parties to deal with any potential problems head on and pragmatically to try and minimize consequences e.g. Early Warning Notices
 - ▶ No surprises

NEC – Suites 


- ▶ Engineering and Construction Contract (and short form) (Contractor)
- ▶ Professional Services Contract (Consultant)
- ▶ Engineering and Construction Sub-Contract (and short form) (Subcontractor)
- ▶ Framework contract
- ▶ Supply contract (and short form)
- ▶ Term service contract (and short form)
- ▶ Adjudicator's contract

NEC – Pricing Options 


- ▶ A: Priced with Activity Schedule
- ▶ B: Priced with Bill of Quantities
- ▶ C: Target with Activity Schedule
- ▶ D: Target with Bill of Quantities
- ▶ E: Cost reimbursable
- ▶ F: Management contract

NEC – Anatomy 


- ▶ T & C – Core Clauses
- ▶ Optional Clauses – W, X, Y, Z
- ▶ Contract Data Part 1 & 2
- ▶ Schedule of Cost Components (shorter schedule)
- ▶ WI (Works Information)
- ▶ SI (Site Information)

NEC –Contract Data Part 1 & 2 (Works Information) 


- ▶ Contract Data needs to be completed to include key information:
 - ▶ Incorporation of the Works Information: Works Information acts as more than a Specification and must deal with various matters for the Conditions to operate correctly i.e.
 - ▶ What constitutes Completion?
 - ▶ Design responsibilities of the Contractor.
 - ▶ Key dates, Completion Date
 - ▶ Additional Employer’s Risks
 - ▶ Insurance
 - ▶ Information on selected Options
 - ▶ Z clauses

NEC – Contract Data Part 1 & 2 (Optional Clauses) 


- ▶ Pricing: Main Option clauses
- ▶ W: Dispute resolution options
- ▶ X clauses: Secondary Options clauses: Various optional terms.
- ▶ Y options: Project Bank Accounts, HGCRA 1996, Rights of Third Parties
- ▶ Z clauses: Additional Conditions of Contract Amendments

NEC – Contract Data Part 1 & 2 (Optional Clauses) 


- ▶ Core clauses
 - ▶ 2 and 8: Responsibilities, Risks and Insurance
 - ▶ 3: Time
 - ▶ 4: Defects
 - ▶ 5: Payment
 - ▶ 6: Compensation Events
 - ▶ 9: Termination

JCT v NEC 


	JCT	NEC
Price	Fixed Price Lump Sum	Options C & D – target cost
Provisional Sums	Included	Not included
Cost Scrutiny	CSA & tender negotiations	Open book
Ground Risk	Risk with contractor	Foreseeability test
Programme	Not a contractual document	Contractual document, regularly updated
Payment	Section 4	Clause 5, Y(UK)2, CD Part 1

JCT v NEC 

	JCT	NEC
EOT	Relevant Matters & Relevant Events	Time & money are separate, real time, conditions precedent
Insurance	Details, clause 6 & schedule 3	Brief, clause 84. NO existing building s insurance
Design risk	ERS & CPs	Design in WI
ERs/WI	Less detailed	Much of the detail included in WI


FIDIC – Overview 

- ▶ Founded in 1913 - The Fédération Internationale des Ingénieurs-Conseils
- ▶ Used in higher value international construction projects, and is endorsed by many multilateral development banks
- ▶ 2017 – New versions of the Red, Yellow, Silver & White
- ▶ **The Red Book:** Conditions of Contract for Construction for Building and Engineering Works designed by the Employer
- ▶ **The Pink Book:** Harmonised Red Book (MDB Edition) Conditions of Contract for Construction for Building and Engineering Works designed by the Employer
- ▶ **The Yellow Book:** Conditions of Contract for Plant and Design Build - for electrical & mechanical plant & building works, designed by the Contractor
- ▶ **The Silver Book:** Conditions of Contract for EPC/Turnkey Projects


FIDIC – Overview 

- ▶ **The Orange Book:** Conditions of Contract for Design - Build and Turnkey
- ▶ **The Gold Book:** Conditions for Design, Build and Operate Projects
- ▶ **The Green Book:** Short form of Contract
- ▶ **Sub-consultancy Agreement:**
- ▶ **The White Book:** Client/Consultant Model Services Agreement
- ▶ **The Blue-Green Book:** Dredgers Contract
- ▶ **Conditions of Subcontract for Construction:** Used in conjunction with the Red Book and The Pink Book

▶ The Red Book is globally the most commonly used standard form contract for construction and engineering works where most or all the works are designed by, or on behalf of, the employer

FIDIC – Overview 


- ▶ Founded General provisions (Clause 1)
- ▶ The Employer, Employer's Administration or Engineer, Contractor, Nominated Subcontractors OR Design (Clauses 2-5)
- ▶ Staff and labour, Plant, materials and workmanship (Clauses 6-7)
- ▶ Commencement, delays and suspension, Tests on completion, Employer's taking over, Defects Liability, Tests after completion (Clauses 8-11/12)
- ▶ Measurement and Evaluation OR Variations and Adjustments, Contract Price and Payment (Clauses 12-14)
- ▶ Termination by Employer, Suspension and Termination by Contractor (Clauses 15-16)
- ▶ Risk and Responsibility (Clause 17)
- ▶ Insurance (Clause 18)
- ▶ Force Majeure (Clause 19)
- ▶ Claims, Disputes and Arbitration (Clause 20)

PPC2000 - Overview 


- ▶ Part of ACA's PPC Suite Contracts:
- ▶ PPC2000 – Project Partnering for single projects
- ▶ SPC2000 – Standard Form of Specialist Contract for Project Partnering – sub-contract arrangement between a contractor and sub-contractor who is brought into partnering process
- ▶ TPC2000 – Standard Form of Contract for Term Partnering for a series of projects
- ▶ Updated on a regular basis

PPC2000 - Overview 


- ▶ Early selection of Project Partnering Team
- ▶ Collaborative finalisation of designs, prices and members of supply chain
- ▶ Multi-party contract between client, constructor, client representative – consultants/ specialist contractors can join the partnering team
- ▶ Partnering Timetable
- ▶ Provisions for incentivisation, continuous improvements, transparent exchange of information, painshare/gainshare mechanism
- ▶ Problem Solving Hierarchy of senior individuals working to strict time limits and reference to the Core Group
- ▶ Role of Partnering Advisor

IChemE - Overview 


- ▶ Founded in 1922
- ▶ 2 sets of contract: 1. use on UK projects 2: use on international projects
- ▶ Intended for use in the process industries such as food production, chemicals and pharmaceuticals but can be used to procure other infrastructure works
- ▶ 'Turnkey' contracts, intended to be used for projects which are turned over to the buyer in a ready-to-use condition.

IChemE - Overview 

- ▶ **Red Book** - lump sum, or fixed price contract
- ▶ **Green Book** – cost reimbursable contract
- ▶ **Burgundy Book** – target cost contract
- ▶ The IChemE suite of contracts follows the same basic structure:
 - ▶ agreement;
 - ▶ conditions of contract which comprise two parts: general conditions and an option for the parties to agree and include special conditions
 - ▶ specification
 - ▶ 21 schedules


IChemE – Key Clauses 

- ▶ there is a more thorough testing procedure, for both pre and post completion, than some other standard forms of contract;
- ▶ fitness for purpose obligations imposed on the contractor;
- ▶ aggregate cap on the contractor's liability;
- ▶ exclusion of liability for defects once the defects liability period has expired and a final certificate has been issued.


Collaboration 

▶ *"the act of working with another or others on a joint project, or something created by working jointly with another or others"*
(Collins, 2005)

- ▶ Collaboration in construction
 - ▶ better performance
 - ▶ cost reduction
 - ▶ avoid delay
 - ▶ new technology (BIM)
 - ▶ improve margins

Key Aspects of Collaboration 


- ▶ Joint working
- ▶ Effective communications
- ▶ Trust
- ▶ Openness
- ▶ Common objectives
- ▶ Continuous measureable improvements
- ▶ Agreed problem resolution methods
- ▶ Jointly manage risk

Resistance to Collaboration 


- ▶ Fear of change
- ▶ Familiarity with other standard contracts
- ▶ Perception that it is costly & time consuming
- ▶ Clients driven by own short term goals which do not encourage collaboration or team work
- ▶ Desire for clients to maintain control
- ▶ Lack of training on the benefits and use of collaboration
- ▶ Lack of incentive to change
- ▶ Insurers often prefer familiar forms of contract
- ▶ Few standard form collaborative contracts

Collaboration in standard form contracts 

- ▶ JCT Constructing Excellence Contract
- ▶ PPC 2000
- ▶ NEC3 Engineering and Construction Contract

JCT Constructing Excellence – General 

- ▶ Published by The JCT and Constructing Excellence
- ▶ Can be used to procure a range of construction services
- ▶ Specifically tailored for use in partnering and collaborative and integrated working practices
- ▶ To be used throughout the supply chain i.e. Contractor, Sub-Contractor, Consultants etc
- ▶ Adopts Purchaser/Supplier terminology
- ▶ Encourages parties to use risk management during the early stages

Differences between the collaborative contracts 

▶ Form

JCT	NEC3 ECC	PPC2000
Single form used to engage the entire supply chain via bilateral contracts to carry out works or services	Option X12 sets out the obligations of the project partners to one another, role of the core group and provides for incentivisation through KPIs	Multi-party project partnering agreement between partnering team for use throughout the project
An optional PTA can be entered into dealing with how team works together		A commencement agreement is signed to enable works on site once the price, design and pre-condition are achieved

Differences between the collaborative contracts 


► Parties & Advisors in the Contract

	JCT	NEC3 ECC	PPC2000
Parties	Purchaser & supplier only	More than 2 parties – Option X12	Client Representative, Constructor, Specialists
Advisors	Purchaser's Representative	Project Manager & Employer	Client Representative & Partnering Advisor

Differences between the collaborative contracts 


► Partnering Obligations

JCT	NEC3 ECC	PPC2000
<p>Overriding Principle</p> <p>The parties will "work together with each other and with all other project participants in a co-operative and collaborative manner in good faith and in the spirit of mutual trust and respect".</p>	<p>Option X12</p> <p>The parties will "act in the spirit of mutual trust and co-operation"</p>	<p>Objectives defined in the Partnering Agreement</p> <p>The partnering team members will "work together and individually in the spirit of trust, fairness and mutual cooperation for the benefit of the project, within the scope of their agreed roles, expertise and responsibilities"</p>

Differences between the collaborative contracts 

► Allocation of Risk

JCT	NEC3 ECC	PPC2000
<p>If stated in Part 1 of Contract Particulars Supplier is to prepare the Risk Register</p> <p>Parties jointly agree Risk Allocation Schedule</p>	<p>Clause 80.1 sets out the Employer's Risks and outside this list they remain with the Contractor</p> <p>The Risk Register identifies and allocates risk</p>	<p>Parties are required to review the risks and incorporate into a Risk Register</p> <p>Contractor primarily responsible for risk management & must use best endeavours to minimise delay or increased cost</p>

Differences between the collaborative contracts 

► Project Management

JCT	NEC3 ECC	PPC2000
Project Team required to "guide the successful delivery of the project through its design and construction"	There is a Project Manager and supervisor The Core Group acts on behalf of the partners in matters specified in the partnering information.	There is a Client representative and Partnering Advisor The Core Group is responsible for ensuring the PPA is implemented and reviewing and pushing the progress of the project. Its decisions must be complied with by the partnering team members.

Differences between the collaborative contracts 

► KPIs and Continuous Improvement

JCT	NEC3 ECC	PPC2000
Obligation to agree KPIs and monitor/review them KPIs measured by the purchaser or the project team if the supplier is a project team member	Option X20 for KPIs but not to be used with Option X12 No negative financial adjustment if targets are not achieved	KPIs to be agreed before finalisation of the partnering agreement or in accordance with the partnering timetable Obligations to work towards continuous improvement and review performance assessed by core group on an open-book basis

Differences between the collaborative contracts 

► Inter-Party Liability

JCT	NEC3 ECC	PPC2000
Under the PTA the project team members share any excess or shortfall to the target cost. However the members to the PTA do not owe duties to one another, so one party cannot claim losses from the other due to the other party's failure.	Option X12 – there are no direct remedies between non-contracting Partners to recover losses caused by one partner. If one Partner does not meet a target due to poor performance then all lose their bonus for that target.	The PPA will specify the agreed pain/gain incentives between the Partnering Team Members. The multi-party structure means each party to the contract will owe contractual obligations to every other party to the contract. It also means that every party to the contract has the right to sue every other party for losses caused.

Differences between the collaborative contracts 


► Partnering Team Meetings

JCT	NEC3 ECC	PPC2000
Regular progress meetings required	Early warning meetings & risk reduction meetings	Regular Partnering Team, Design Team and Core Group Meetings

Differences between the collaborative contracts 

► Contract Price

JCT	NEC3 ECC	PPC2000
Lump-sum or target cost with option for guaranteed maximum cost	Option A: Lump-sum priced contract with activity schedule Option B: Lump-sum priced contract with bill of quantities Option C: Target contract with activity schedule Option D: Target contract with bill of quantities Option E: Cost-reimbursable contract Option F: Management contract No guaranteed maximum price	Price Framework with an Agreed Maximum Price

Differences between the collaborative contracts 

► Problem Solving & Dispute Avoidance

JCT	NEC3 ECC	PPC2000
Negotiation between senior executives nominated in Part 1 of the Contract Particulars	Option W1 adjudication where HGCR Act does not apply	Problem solving hierarchy guided by Partnering Advisor
Referral to adjudication	Option W2 used in UK where HGCR Act applies	Core Group meetings
Final determination in the English courts	No problem solving mechanism but there is early warning process	Conciliation or mediation or ADR or adjudication
		Final determination in the courts or arbitration

Which Contract is best for your project? 

NEC3 ECC

- ▶ Suitable for more complex contracts as requires active project management, very procedural and users need to be familiar with it
- ▶ Requires suitable resources and administration


PPC2000

- ▶ Primarily used in less complex contracts and further sub-contractors or consultants can be added at a later stage
- ▶ Architect led approach
- ▶ Requires early selection of the constructor who can work with the team to contribute to the design process
- ▶ There are contracts for term partnering & framework arrangements
- ▶ Parties must be committed to working as a team

Which Contract is best for your project? 


JCT Constructing Excellence

- ▶ Aimed at public sector clients and local authorities
- ▶ But contract can be used on private projects but rarely is
- ▶ For use throughout the supply chain including professional services
- ▶ More user friendly and shorter than the others
- ▶ Provides a collaborative approach but relies on parties agreeing matters with risk and cost consequences

Amending Standard Form Contracts 

The 4Ps


- ▶ Getting the **parties** correct – credit worthiness, corporate identity - commencing proceedings
- ▶ **Price**, ensure clarity, no contract = quantum meruit i.e. what is deserved/justified?
- ▶ **Period** (time) – time at large (reasonable time to complete) unless there is a completion date. Check mechanism for EOT – particularly if there are LADs
- ▶ **Performance** (scope and quality) – need to be carefully defined to make it clear when additional payments are due for variations/CEs and when Contractor has not met the performance criteria

Amending Standard Form Contracts 


- ▶ Will be done via a schedule of amendments
 - ▶ JCT – Usually attached to the back
 - ▶ NEC4 – Z clauses
- ▶ Shift the balance of risk – Usually more risk to the contractor
- ▶ Introduced at tender stage – little room for negotiation
- ▶ Introduced post tender – opportunity to negotiate
- ▶ Must take care to ensure the amendments are followed through and having their intended effect

Amending Standard Form Contracts 


- ▶ Certain amendments are common
 - ▶ Design – reasonable skill and care
 - ▶ Limitations liability
 - ▶ Introducing caps
 - ▶ Extending limitation period
 - ▶ Duty to provide warranties, bonds, PCG
 - ▶ Additional performance requirements
 - ▶ Third Party Agreements
 - ▶ Practical Completion pre-conditions

Contractor's Key Issues 


- ▶ Limiting liability
- ▶ Standard of care
- ▶ Payment provisions
- ▶ Right to claim extra time and money

Limiting Liability 


- ▶ Limitation Period (6/12 years)
 - ▶ NEC4 – X18.5 (end of liability date)
 - ▶ An optional clause which must be incorporated
 - ▶ JCT – no express clause
- ▶ General Cap
 - ▶ There are various elements to limit
 - ▶ consequential losses
 - ▶ overall losses payable

Limiting Liability 


- ▶ JCT – Clause 17.1 – design
- ▶ JCT – Clause 17.3 – limit for loss of use, loss of profit or other consequential loss
- ▶ NEC4
 - ▶ Option X18.1 – indirect and consequential loss
 - ▶ X18.2 – cap for loss or damage to Employer's property
 - ▶ X18.3 – cap for design defects not on the Defects Certificate
 - ▶ X18.4 – General Cap

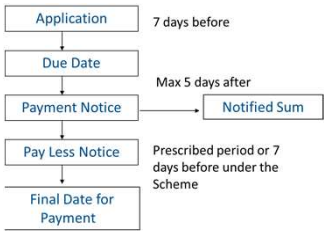
Standard of Care 

- ▶ Reasonable skill and care is the norm (JCT)
- ▶ Reasonable skill and care must be incorporated (NEC)
- ▶ Without X15 the standard of care is fitness for purpose
 - ▶ This is too onerous and will not be covered by your insurers and is not industry standard.
- ▶ Watch out for amendments that increase your liability!

Payment Provisions 


- ▶ Payment date
- ▶ Must comply with Housing Grants Construction and Regeneration Act 1996 (as amended)
- ▶ Amend timescale for making payment (final date for payment) or date by which pay less notice must be served
- ▶ Conditions for making applications
- ▶ Right to withhold payment
- ▶ Retention

Payment Provisions - HGCRA 




```


    graph TD
      A[Application] -- "7 days before" --> B[Due Date]
      B -- "Max 5 days after" --> C[Payment Notice]
      C --> D[Pay Less Notice]
      D -- "Prescribed period or 7 days before under the Scheme" --> E[Final Date for Payment]
      C --> F[Notified Sum]
  
```

Right to claim extra time and money 


- ▶ Changes to timescales
 - ▶ NEC4 - Contractor has 8 weeks to notify a CE. The penalty for not doing so is no payment and no EOT (61.3). (7 weeks for a sub-contract).
 - ▶ JCT – Contractor forthwith gives notices of the delay and if it is Relevant Event (2.24)
 - ▶ JCT - Contractor submits its initial assessment of the likely effect of the Relevant Matter as soon as reasonably practicable and provides monthly updates (4.20)

Right to claim extra time and money 


- ▶ Changes to the Compensation events, Relevant Events (EOT) or Relevant Events (loss & expense)
 - ▶ Ground conditions (NEC4)
 - ▶ Weather
 - ▶ Act of impediment (JCT) prevention (NEC4)
- ▶ Conditions Precedent
- ▶ Extra information to be submitted
- ▶ Duty to mitigate
- ▶ KPIs


Employer's Key Issues 


- ▶ Defects & Retention
- ▶ LADs
- ▶ Warranties
- ▶ Bonds/PCG
- ▶ Third Party Rights
- ▶ Insurance


Defects 

- ▶ Categorise defects with specific timescales
- ▶ Extend defects liability period – link to main contract
- ▶ Insert definition of practical completion
- ▶ Is there a retention?
 - ▶ What is the amount?
 - ▶ When is the release?


LADs/ delay damages	
<ul style="list-style-type: none"> ▶ NEC4 – Option X7 delay damages ▶ JCT – Liquidated damages (2.29.2) ▶ Adhoc figure? Request a calculation <ul style="list-style-type: none"> ▶ Test: "imposes a detriment on the contract-breaker out of all proportion to any legitimate interest of the innocent party in the enforcement of the primary obligation" ▶ Genuine pre-estimate of losses ▶ Insert 'Nil' rather than 'N/A' ▶ Insert a cap? 	

Third Party Rights/ Security	
<ul style="list-style-type: none"> ▶ JCT (7.3 – 7.4, Schedule 5) Bond, PCG, warranties, third party rights ▶ NEC4 – Warranty - Z clause, Bond – X13, PCG – Option X4 ▶ Right to withhold payment ▶ Warranties <ul style="list-style-type: none"> ▶ When are they to be provided? ▶ How many warranties are required ▶ Who are the beneficiaries? ▶ Obtain draft forms 	


Third Party Rights/ Security	
<ul style="list-style-type: none"> ▶ Bond <ul style="list-style-type: none"> ▶ Obtain draft form ▶ Limit to 10% ▶ Expiry on PC ▶ Avoid on-demand (does the Beneficiary have to prove breach and loss to recover under the bond?) ▶ PCG <ul style="list-style-type: none"> ▶ Is there a parent company ▶ Bespoke form ▶ Liability is no greater than the contractor's 	


Insurance 

- ▶ NEC & JCT contain requirements to provide insurance
- ▶ NEC does not require PI insurance
- ▶ Extend duration it must be maintained
- ▶ Joint insured
- ▶ Indemnities


Termination 

- ▶ Extension of reasons to terminate
 - ▶ Bribery Act, data protection & confidentiality
- ▶ No right to remedy a breach
- ▶ Termination at will
 - ▶ Notice
 - ▶ What payments will be made?

Questions? 



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