

A series of 1 day courses for 2011-12

Construction and Property Courses

- Getting to grips with NEC3 contracts
- Managing and assessing NEC compensation events
- At the cutting edge of JCT 2011 contracts
- The must know guide to construction contract principles
- Which contract? For refurb + maintenance contracts
- Working with JCT Minor + IFC contracts
- Dealing with everyone's construction contract nightmares
- Commercial awareness for construction professionals
- The golden rules of correspondence, notices, forms, negotiation and admin
- Adjudication and dispute resolution
- Working with FIDIC

**DISCOUNTS FOR
MULTIPLE BOOKINGS**

**NEW DATES AND
COURSES ADDED
FOR AUTUMN 2011**

Getting to grips with NEC3 contracts + Construction Act update

15 Sep 2011	London	6 Feb 2012	Manchester
10 Oct 2011	Birmingham	28 Feb 2012	London
8 Nov 2011	Manchester	1 Mar 2012	Bristol
10 Nov 2011	Bristol	15 Mar 2012	Birmingham
28 Nov 2011	London	18 April 2012	London
1 Dec 2011	Leeds		

COURSE BACKGROUND

This 1 DAY COURSE will explain the philosophy behind the full range of the NEC family of contracts and will focus on the provisions of the Engineering and Construction Contract. The differences between the 2nd and 3rd Edition will be explained as well as the use of the different forms and their significant features.

SPEAKERS' PANEL

The speaker for each course will be from a panel of **Lorne Alway, Ryland Ash, Ashley Boon, Nigel Clayton, Peter Ormston and Michael Rowlinson.**

OVERVIEW

Introduction

- NEC3; Structure and content, putting an NEC contract together
- The language and philosophy
- NEC family of contracts and documents**
- The Engineering and Construction Contract
- Main options; secondary options; associated documents
- The Subcontract
- The Adjudicator's Contract
- Term Service Contract
- The Professional Services Contract
- The NEC Short Contract and Subcontract
- Framework Contract
- Term Service Short Contract
- Allocation of risks and responsibilities**
- Design obligations
- Unforeseen conditions

- Project manager
- Pricing mechanisms
- Changes
- Supervisor
- Preparing the contract**
- Site information
- Works information
- Tenders and acceptance
- Contract data
- Management procedures**
- Communications
- Progress reporting
- Programme requirements
- Early warning notices
- Risk register
- Compensation events**
- Time and money events
- Assessments
- Schedule of costs components
- Quotations
- Defined cost
- Notifications
- Fee
- Timescales and deemed acceptance
- Payment procedures**
- Pricing mechanism
- Price adjustments
- Retention
- Target cost
- Valuation schemes
- Interest
- Other contract families**
- Compare NEC with other contract families including JCT and PPC 2000 – main features
- The New Construction Act**
- Likely impact on the NEC family
- Brief review of the Local Democracy, Economic Development and Construction Act 2009 and its impact on payment and adjudication provisions

Managing and assessing NEC compensation events

3 Nov 2011	London	23 Feb 2012	Manchester
7 Nov 2011	Birmingham	15 Mar 2012	Bristol
29 Nov 2011	Manchester	29 Mar 2012	London
7 Dec 2011	Bristol	23 Apr 2012	Birmingham

COURSE BACKGROUND

This 1 DAY COURSE will provide a detailed insight into the mechanisms for managing and assessing compensation events and claims, including ways in which the ethos of the contract can be used to assist project managers, contractors and subcontractors. The course will also provide a detailed analysis of the contractual basis to compensation events and claims, under the 3rd Edition of the ECC Contract as well as the Subcontract, Professional Services Contract and the other forms.

SPEAKERS' PANEL

The speaker for each course will be from a panel of **Lorne Alway, Ryland Ash, Ashley Boon, Peter Ormston and Michael Rowlinson.**

OVERVIEW

Introduction

- Background and principles
- What is a compensation event
- What other contractual entitlements apply?
- Common law claims
- The compensation events**
- The core clauses
- The main options
- The secondary options
- Additional compensation events
- Omissions from the list
- Notification of compensation events**
- Contractual requirements and limitations
- Notifications: by the project manager; by the contractor, effect of failure to notify or reply
- Conditions precedent

- Deemed acceptance and project manager failure
- Quotations for compensation events**
- Status of quotations, if instructed; if not instructed
- Procedure and timetable; instructions for alternative quotations; contractor's alternatives
- Revised quotations
- Project manager's assumptions
- Extending time for quotations
- Cost of preparing quotations
- Deemed acceptance and project manager failure
- Assessment of compensation events**
- Cost of work; use of schedule of cost components; use of shorter schedule of cost components; use of bills of quantities; the contractor's fee
- Cost of subcontracted work
- Reduction in prices
- Differences between main options
- Time; delay to completion; content of and reference to the accepted programme; time and risk allowances
- Failure to give early warning
- Assessing the effects of ambiguities or inconsistencies
- Project manager's assessments
- Implementation of compensation events**
- Procedure and timing
- Effect of implementation
- Practical examples and problems**
- This course includes practical examples of the management and assessment of compensation events and discussion on problems frequently encountered in notices, quotations and assessments

Dealing with everyone's construction contract nightmares + Construction Act update

19 Sep 2011	Manchester
31 Oct 2011	Birmingham
24 Nov 2011	London

COURSE BACKGROUND

A number of problem issues come up in construction contracts time after time and cause time consuming and often costly difficulties if they are not dealt with properly, including before they arise. Despite such issues being commonly encountered, they are often not understood and so the possibility of such matters arising and/or becoming more serious problems is very great. This 1 DAY COURSE will review many such common issues and seek to explain the position in law and provide the delegates with a better understanding so that they can deal with/avoid such issues more effectively. The course is suitable

for consultants, including project managers, architects and engineers, contracts and site managers and quantity surveyors.

SPEAKERS' PANEL

The speaker for each course will be from a panel of either **Scott Milner** or **Michael Rowlinson.**

OVERVIEW

Law and contracts

- Documentation and settling the contract – incorporating terms, qualifications and questions of liability. Tenders lapsing. Conflict and ambiguity. Pre-Contract knowledge and communication
- Executing the contract and limitation
- Letters of intent
- Recognising and dealing with impossibility, unforeseeability and uncertainty

- Allocating risk between the parties including price and time
- Security and third parties**
- Bonds guarantees, parent company guarantees
- Warranties and third party rights
- Design**
- Standards and scope – contractor and consultants. retrospective design liability. design development. design and workmanship
- Checking design and responsibility. Approval/acceptance. Duty to warn
- Novation
- Time**
- Progress and programmes. Regularly and diligently. Expeditiously. Method Statements. Programmes for early completion. Acceleration. Provision of information – timing, content and requests. Discrepancies
- Completion – substantial, practical. Early completion. Take over and partial possession.

- Delays and extensions of time. Delay damages – liquidated/unliquidated. Cause and effect concurrent delays
- Money**
- Payment and late payment. Interest. Suspension/termination
- Variations and valuation including consequential effect and prolongation
- Loss, expense, costs and compensation – the position in law
- Retention release
- Termination and administration**
- Grounds and procedures for termination – do's and don't's. Consider the implications and the outcome
- Ownership and retention of title terms and conditions. Possession and recovery. Incorporation
- The New Construction Acts**
- Likely impact on JCT Family
- Brief Review of the Local Democracy, Economic Development and Construction Act 2009 and its impact on payment and adjudication provisions

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DISCOUNTS FOR MULTIPLE BOOKINGS • BOOKING FORM ON BACK PAGE

At the cutting edge of JCT 2011 contracts + Construction Act update



12 Sep 2011	London	9 Feb 2012	Birmingham
27 Sep 2011	Birmingham	29 Feb 2012	Bristol
4 Oct 2011	Manchester	19 Mar 2012	Manchester
18 Oct 2011	Bristol	26 Apr 2012	London

COURSE BACKGROUND

From 2005 to 2011 there has been an avalanche of revised contracts from the JCT, including its first Framework Agreement, first Partnering Contract, various revisions and amendments. This **RECENTLY UPDATED 1 DAY COURSE** brings all of these changes together, including those operating generally across JCT contracts, those contract specific, and any new contracts. The course will cover documents published at the date of the course, with the anticipated publication of the new 2011 forms.

SPEAKERS' PANEL

The speaker for each course will be from a panel of **Lorne Alway, Ryland Ash, Ashley Boon, Peter Ormston and Michael Rowlinson**.

OVERVIEW

Across the contracts changes

- Section headings, integration of sectional completion and design portions supplements; simplification; abbreviation and modernisation of wording; changes in dispute resolution provisions; review of extension of time and L+E clauses; removal of statutory material and procedural matters; Appendix replaced
- Contracts covered will include the following, together with the other contracts and amendments published prior to the course:
 - SBC, Intermediate, Minor Works, Framework, Repair and Maintenance and Measured Term
- Revision 2 updates including SBC and D&B

JCT 2005 standard building contract

- Reduced number of versions: integrated options built into the contract for – contractor's design portion; division of work into sections; third party rights; subcontractor collateral warranties; design document procedures; PI Insurance; exclusions from SBC 2005 when compared with JCT 98 including performance specified work and nominated sub-contractors; review of adjustment to completion date and L+E provisions; clarification of payment provisions
- Related sub-contracts

JCT 2005 intermediate building contract + with contractor's design

- Changes including new design version; named sub-contractors; division of the works; inclusion for collateral warranties; omissions will be covered

- Related sub-contracts

JCT 2005 minor works building contract + with contractor's design

- Replaces JCT MW 1998; traditional form and with a contractor design version

JCT 2005 framework agreement

- Non-binding and binding versions
- Role of the framework agreement; parties to work with each other, legal status of framework agreement; organisational structures; decision making; collaborative working; supply chains; information sharing; confidentiality; risk; health and safety; environmental considerations; value engineering; change control; problem solving; performance indicators; termination

JCT 2006 repair and maintenance contract (commercial)

- For simple, one-off jobs

JCT 2006 measured term contract

- Formatting changes, added flexibility; simplification of pricing mechanisms including a schedule of hourly charges

Sub-contracts for:

- Standard building contract
- Design and build
- Intermediate
- Minor works
- Generic sub-contract
- Generic sub-sub-contract

Constructing Excellence (Partnering Contract)

Pre-construction services agreement

Consultancy agreement

Construction management appointment

Management contract

Collateral warranties

The New Construction Acts

- Likely impact on JCT family
- Brief Review of the Local Democracy, Economic Development and Construction Act 2009 and its impact on payment and adjudication provisions

Successfully managing construction disputes – adjudication and dispute resolution + Construction Act update

17 Nov 2011	London
1 Dec 2011	Manchester
8 Dec 2011	Birmingham

COURSE BACKGROUND

Construction disputes are increasing. Therefore, a knowledge and understanding of managing these, if unavoidable, including adjudication, mediation and arbitration, are becoming very important and involving more time input.

This **1 DAY COURSE** is aimed at those in the construction industry who get involved in disputes from time to time, whether on behalf of employers, contractors or subcontractors, but who do not specialise in disputes work. The course will deal with the nature of disputes in the industry, adjudication, the process and the procedures, review the Construction Acts as well as the procedures of the JCT and the NEC. It will also consider other forms of dispute resolution such as mediation and arbitration, as well as negotiation techniques, settling and concluding a dispute. There will also be workshops to apply the information.

SPEAKERS' PANEL

The speaker for each course will be from a panel of **Ryland Ash, Peter Ormston and Michael Rowlinson**.

OVERVIEW

Introduction

- What is a dispute and, if it cannot be avoided, how can it be resolved?
- History and background to adjudication, what is it? The process, procedures, appointment of the adjudicator and the role. The nature of adjudication and questions of liability. Mediation and arbitration.

Dispute resolution – objectives

- What is a dispute?
- The objectives and outcome sought
- Tactics and direction
- Keeping control
- Balancing loss and risk

Construction Acts

- Contracts subject to the Act including recent cases
- Affect of the Act and requirements for adjudication
- Timescales and extensions
- Failure to comply with the Act

- Terms of the contract
- Effect of the adjudicator's decision
- Questions of jurisdiction and scope
- Notice of intention
 - timing and content
- Dispute/difference – crystallised
- Withholding/deductions
- Brief review of the Local Democracy, Economic Development and Construction Act 2009 and its impact on payment and adjudication provisions

Scheme for construction contracts

- The Scheme rules
- Applying the rules on appointment of the Adjudicator and replacement
- Referral and further submissions
- Presenting a persuasive case
- Evidence and documents relied upon
- Power and duty of the adjudicator
- Fees and costs
- Applying the law
- Meetings – representation and procedure
- Burden and standard of proof
- Arguing the case
- The decision and reasons
- Interest
- Challenging the decision

Contract adjudication rules

- Review the adjudication rules in the main standard form contracts including JCT and NEC
- Further proceedings – time and procedure

Enforcement and recent Cases

- Enforcement of an adjudicator's decision – practice and procedure
- Step in/step out jurisdiction
- Set off against a decision
- Power to award costs
- Slip rule and mistakes
- Construction operations
- Contracts in writing
- Binding but not final
- Same dispute
- Framing the reference
- Pre-conditions to adjudication

Dispute resolution

– alternatives to adjudication

- Consider mediation – contract terms and process.
- Arbitration – summary of the law – practice and procedure

Concluding a dispute

- Procedures
- Negotiation
- Settlement
- Binding compromise agreements

Practical examples and workshop

Speakers

Lorne Alway, LLB(Hons), FRICS, MCI Arb, Barrister
Managing Director, Alway Associates; Managing Director, Alway Silver Group

Ryland Ash, LLB(Hons), MCI Arb, Barrister (non-practising)
Associate Director, Alway Associates

Jaz Bilkhu, BSc(Hons), Diploma in Law, PGDip Construction Law, MRICS, ACI Arb
Senior Consultant, Alway Associates

Ashley Boon, BSc(Hons), MRICS
Contract, Construction Law & Project Management, Alway Associates

Nigel Clayton, DipArb, FCI Arb, FCInstCES, MRICS, MAPM
Director, BrunswickIS

Steven Evans, BSc(Hons), DipSurv, ACertArb, ICOB, MCI Arb
Associate Director, Alway Associates

Scott Milner, BSc(Hons), MSc, PG Dip Law, PG Dip Legal Practice, MRICS, MCI Arb
Associate Director, Alway Associates

Peter Ormston, LLB(Hons), FCI Arb, Panel Appointed Adjudicator
Director, Alway Associates

Michael Rowlinson, MSc, DipArb, MRICS, FCI OB, FCI Arb, FCInstCES
Director, Alway Associates

Richard Silver, LLB(Hons), MRICS, ADBM, MCI OB, MCI Arb, MCI InstCES, MEWI, Barrister
CEO, Alway Silver Group; Senior Partner, Silver Shemmings LLP, Solicitors

Course content

“We make every effort to ensure that our courses are right up-to-date to include latest developments. As a consequence, the course content in our published brochures and on our webpage changes from time to time to reflect these updates. Each presented course content will be based on the latest edition of the webpage affecting the relevant course.”

2011-12 venues

Birmingham: St John's Hotel, 651 Warwick Road, Solihull, B91 1AT

Bristol: The Bristol Conference Centre, The Wylands, Lower High Street, Bristol, BS11 0DA

Leeds: Woodlands Hotel, Gelderd Road, Leeds, LS27 7LY

London: The Chartered Institute of Arbitrators, 12 Bloomsbury Square, London, WC1A 2LP

Manchester: Etrop Grange Hotel, Thorley Lane, Manchester Airport, Cheshire, M90 4EG

Sharpen up! – commercial awareness for construction professionals + Construction Act update

17 Oct 2011 Manchester
1 Nov 2011 London
16 Nov 2011 Birmingham

COURSE BACKGROUND

This 1 DAY COURSE will help those in the industry consider issues having a significant impact on the commercial outcome of projects. The subject matter includes setting the contract up and settling major risk issues such as price and scope, and then reviewing things which regularly come under scrutiny in the harsh climate of a recession such as design responsibility, variations and valuing changes, letters of intent and time and money differences. The course is suitable for all those involved in setting up or administering construction contracts including architects, engineers,

quantity surveyors, managers and whether employed by employers, contractors or subcontractors.

SPEAKERS' PANEL

The speaker for each course will be from a panel of **Scott Milner, Peter Ormston and Michael Rowlinson.**

OVERVIEW

Getting into contract

- What is a contract – the essential elements
- What form might it take – documents
- Procurement routes and strategy
- Contract arrangements
- Contracts and subcontracts
- Scope and risk
- Negotiation
- Setting the price
- What are the terms?

The contract

- Contracting characteristics
- Entering the contract
- Link with other contracts
- Collateral warranties

Design

- What is design?
- Standard of care
- Expressed requirements
- Drawing submission procedure
- Novation

Managing the contract

- Record keeping – generally
- Record keeping – practical pointers
- Administration and paperwork
- Notices and communications

Contract mechanisms

- Variations – scope and nature
- Valuing of variations
- Payment – timing and quantum
- Suspension
- Termination

Dealing with site problems – monetary claims

- Claims
- Breach of contract
- Damages
- Compensation
- Ascertainment
- Heads of claim
- Loss and/or expense and/or cost

Dealing with problems – extension of time, liquidated / unliquidated damages

- Extensions of time
- Liquidated damages
- Delays
- Assessing delays

The New Construction Acts

- Brief Review of the Local Democracy, Economic Development and Construction Act 2009 and its impact on payment and adjudication provisions

Which contract? For refurb and maintenance contracts + Construction Act update

19 Oct 2011 Birmingham
14 Nov 2011 Manchester
1 Dec 2011 London

COURSE BACKGROUND

This RECENTLY UPDATED 1 DAY COURSE will consider tendering procedures, contractual arrangements and the latest standard forms of contract to meet varying needs for small to medium sized schemes, together with those of a refurbishment or maintenance nature.

SPEAKERS' PANEL

The speaker for each course will be from a panel of **Scot Milner, Peter Ormston and Michael Rowlinson.**

OVERVIEW

Review of legal principles of building contracts

- What is a contract? Offer, acceptance, counter-offer
- Types of contractual arrangements
- The risk of the unforeseen/unknown
- The allocation of risk between the parties
- Essential conditions; procedural matters
- Letters of intent
- Standard and non-standard forms – advantages and disadvantages

Avoiding problems

- Documentation and procedures
- Amending standard forms of contract
- Non-standard contracts
- Inviting tenders
- Clarifying the work and obligations
- Procedures and consideration; preparing the documentation
- Setting up the contract
- Qualified tenders
- Setting the scope and time

Standard forms of contract appropriate for refurbishment and small works

- Overview of the forms available and their use; JCT Minor Works Building Contract (MW) 2005; JCT Intermediate Building Contract (IC) 2005; JCT Prime Cost Building Contract 2006; JCT Repair and Maintenance Contract 2006; NEC3 Short Contract

- Choosing the right form – criteria and problems

JCT Minor Works Building Contract (MW) 2005

- Use and applicability
- Advantages/disadvantages of Form
- Content and preparation

JCT Intermediate Building Contract (IC) 2005

- Use and applicability
- Advantages/disadvantages of Form
- Content and preparation

Design by contractor

- Incorporating design into refurbishment and small/medium works contracts
- JCT Minor Works Building Contract with Contractor's Design (MWD), 2005
- JCT Intermediate Building Contract with Contractor's Design (ICD), 2005
- Problems and pitfalls

JCT Prime Cost Building Contract

- Review of the form, use and applicability; problems and pitfalls
- Advantages/disadvantages of the Form
- Provisions dealing with time and money

JCT Repair and Maintenance Contract

- Consider use and applicability
- Problems/benefits of short forms
- Express/implied terms

NEC3 Short Contract

- Preparing the documentation
- Contract documents
- The tender procedures
- Allocation of risk between the parties
- Administering the contract

Term Contracts (JCT, NEC + TPC)

- JCT Measured Term
- TPC 2005
- NEC Term Service Contract and Short Term Service Contract
- Information for tenderers
- Obtaining tenders
- Establishing procedures
- Term contracts
- Risks of the unknown – location, quality, scope, content etc

The New Construction Act

- Brief Review of the Local Democracy, Economic Development and Construction Act 2009 and its impact on payment and adjudication provisions

The must know guide to construction contract principles + Construction Act update

13 Sep 2011 Birmingham
21 Nov 2011 Manchester
29 Nov 2011 London

COURSE BACKGROUND

This 1 DAY COURSE will consider the principles of contract law in practice and their application to construction contracts and administration, including an examination of main terms and conditions, sub-contracts, potential problem areas and risk factors to consider.

SPEAKERS' PANEL

The speaker for each course will be from a panel of **Ryland Ash, Peter Ormston and Michael Rowlinson.**

OVERVIEW

General principles of contract

- What constitutes a binding contract?
- What is a 'construction contract'?
- Offer, tender, quotation, estimate, acceptance, counter-offer; acceptance by conduct
- Information and documentation to be provided to contractor/sub-contractor – its significance and contractual status
- When can a tender be revoked?
- Keeping a tender open
- Open invitations
- What are the contractual consequences of revoking a tender?
- Oral/written agreements

Mistake and misrepresentation

- The effect of mistakes and misunderstandings
- The nature of misrepresentations and pre-contract statements.
- Errors in pricing/scope

Contract terms and conditions

- Express/implied terms
- Unfair contract terms
- Terms implied by statute – sale of goods, supply of goods and services, 'The Construction Act, Third Parties Act' 1999
- Essential conditions that are desirable for both parties
- Standard forms of building contract – advantages and desirability
- Problems of non-standard forms of contract

- Different contractual arrangements – allocation or commercial risk
- Choose the right contractual arrangement

Sub-contractors, suppliers and third parties

- The contractual chain
- Assignment and novation – when appropriate
- Sub-contracts, named/nominated subcontractors – risk and responsibility
- Concept and philosophy of subcontracting; principal sub-contract conditions
- Suppliers

Problem areas

- Practical completion
- Slow/no progress
- Force majeure and the implications
- Extensions of time
- Late payment
- Finance/interest: late payment of Commercial Debt (Interest) Act, 1998 and contract provisions
- Ownership of goods and materials

Elements of liability

- What are common law damages and how are they assessed?
- Liquidated damages or general damages for delayed completion?
- Provisions in standard forms of contract for recovery of loss and expense
- Claims at common law
- Design liability – standards and allocation
- Limitation of action
- Cause and effect
- Defects – latent/patent/correction
- Defects liability period

Termination

- How a contract can be terminated
- Rights of the parties on termination
- Importance of understanding obligations and responsibilities of the parties

The New Construction Acts

- Brief review of the Local Democracy, Economic Development and Construction Act 2009 and its impact on payment and adjudication provisions

The golden rules of correspondence, notices, forms, negotiation + admin + Construction Act update

14 Sep 2011 Birmingham
5 Oct 2011 Manchester
20 Oct 2011 London

COURSE BACKGROUND

Those working in the construction industry must communicate effectively and correctly in order to administer contracts, manage the construction process and satisfy their own responsibilities, or those for whom they work, as well as needing to be able to secure the position in law and negotiate on a regular basis.

This **RECENTLY UPDATED 1 DAY COURSE** reviews the issues to be considered in communications, the techniques, structure, content and purpose of common forms, correspondence, certificates, privilege, letters of intent, notices, negotiation and various aspects of administration.

Where appropriate the course considers communications in the context of JCT, NEC and PPC 2000 contracts and is suitable for those who have not previously been responsible for external communications, correspondence,

notices, certificates, etc. And those that would like to get up to date. The Course also covers the New Construction Act insofar as it is relevant.

SPEAKERS' PANEL

The speaker for each course will be from a panel of **Ryland Ash, Jaz Bilkhu and Peter Ormston**.

OVERVIEW

Basic law in relation to communications

- Contract and Common law position
- In writing
- Email
- PDF
- Faxes
- Verbal
- Post
- Service of documents
- Issued/Received
- Telephone
- Without Prejudice communications
- Certificates and the role of a Certifier
- Confidential
- Privileged
- When not to communicate



Pre-contract communications

- Form and Content
- Offers and Acceptances
- Letters of Intent
- Form of Tender
- Enquiry
- Estimates
- Negotiations
- Additional information
- Site and ground information
- Programmes
- Qualifications to bids

Post contract – record keeping

- Note taking
- Purposes of record keeping
- Evidence
- Burden and Standard of Proof
- Forms of records
- Minutes of meetings
- Photographs, videos, etc
- Contemporaneous records
- Letters and correspondence
- Types of records
- Systems
- Archive

Contract requirements

- Requirements of forms of contracts in use
- Time limits
- Conditions precedent
- Drawings and instructions

- Confirmation of instructions
- Programmes
- Contractor's/subcontractor's reports
- Keeping/providing records
- Dayworks
- Certificates
- Notifying defects
- Administration Forms – published by RIBA, RICS, ICE, etc

Correspondence and letters

- For different situations
- Style and structure
- Detail
- Business like exchanges
- Making the point
- Bringing an exchange to a conclusion
- Contract clauses
- Language and legal references
- Cause and effect

Negotiation

- Techniques
- Win win solutions
- Using strengths
- Objectives and outcome
- Settling agreements

The New Construction Acts

- Brief Review of the Local Democracy, Economic Development and Construction Act 2009 and its impact on payment and adjudication provisions

Working with JCT Minor + IFC contracts

4 Oct 2011 Birmingham
10 Oct 2011 Manchester
8 Nov 2011 London

COURSE BACKGROUND

This **RECENTLY UPDATED 1 DAY COURSE** reviews the **JCT Minor Works Building Contract 2005 (2009)** including the **Revision 2 changes and the setting up and administration of the forms in practice**. All too often, given their targeted use with small and intermediate scale works, 'Minor Works' and 'Intermediate' Contracts are entered without real understanding or care of what the implications will be.

The course is suitable for employers, architects, contract administrators, quantity surveyors, contractors and sub-contractors.

SPEAKERS' PANEL

The speaker for each course will be from a panel of either **Jaz Bilkhu** or **Scott Milner**.

OVERVIEW

Introduction – using the appropriate form of contract

- Importance of adopting the right form. Risks of inappropriate use of Minor Works and Intermediate Building Contract 2005 (2009). Main criteria for choosing. Advantages and disadvantages of simplified contract conditions. Other forms

available. Contract Documentation. Amendments. Conflict of documents. Terms – express/ implied. Content of the form. Project specific matters. Revision 2 changes.

Execution of the works

- Contractor's general obligations. Architect's/Contract Administrator's power and authority. Instructions. Statutory Obligations. Materials and workmanship. Defects and making good. CDM. Insurance. Sub-Contractors and Assignment. Design.

Time

- Possession of the Site. Practical completion. Late completion. Extension of time – events and contractual mechanism. Progress requirements. Suspension. Liquidated and Ascertained Damages. Sectional Completion.

Payment, valuations and variations

- Flexibility of pricing documents. Certificates and payments, interim and final measurement. Variations. Provisional sums. Loss and/or expense. Interest. Payment for offsite goods and materials. Common law claims.

The New Construction Acts

- Brief Review of the Local Democracy, Economic Development and Construction Act 2009 and its impact on payment and adjudication provisions.



Working with FIDIC

30 Nov 2011 London

COURSE BACKGROUND

This **BRAND NEW 1 DAY COURSE** will explain the philosophy behind the full range of the **FIDIC family of contracts (1987 and 1999)** and will focus on the provisions of the **Conditions of Contract for Construction for Building and Engineering Works designed by the Employer** but will also consider the other forms available. The differences between the FIDIC contracts and the NEC and ICE will also be explained, as well as the use and significant features of FIDIC forms.

SPEAKER

Lorne Alway

OVERVIEW

Introduction

- FIDIC 1987 and 1999 – structure and content, putting a contract together
- The language and philosophy **FIDIC Family of Contracts and Documents**
- Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999)
- General Conditions, preparation of Particular Conditions and Tender Documents, Annexes
- Subcontract
- Compare with Conditions of Contract for Works of Civil Engineering Construction (1987-1996)
- Short form of Contract 1999
- EPC/Turnkey Projects
- Plant and Design Build



Allocation of risks and responsibilities

- Design obligations and standards
- Unforeseen conditions
- Engineer
- Personnel and arrangements
- Law and language
- Contract agreement
- Contractor's general obligations
- Employer's and contractor's risks

Management procedures

- Communications
- Supply and use of documents
- Progress reporting
- Programme and requirements
- Inspecting and testing
- Taking over and defects liability
- Tests on completion
- Nominated subcontractors

Claims

- Employer's claims
- Extension of time
- Rate of progress
- Delay damages
- Contractor's claims and rectification
- Force Majeure
- Claims, disputes and Arbitration

Payment

- Measurement
- Value engineering and variation procedure
- Provisional sums
- Contract price
- Interim and final payment
- Currencies
- Final payment

Termination

- By employer or contractor
- **Construction Act**
- 1996 and 2009 – application to FIDIC contracts

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1. CHOOSE YOUR COURSE(S) – Please indicate IN THE BOXES THE NUMBER of places required

Getting to grips with NEC3 contracts + Construction Act update

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<input type="text"/>	1 Dec 2011	Leeds
<input type="text"/>	6 Feb 2012	Manchester
<input type="text"/>	28 Feb 2012	London
<input type="text"/>	1 Mar 2012	Bristol
<input type="text"/>	15 Mar 2012	Birmingham
<input type="text"/>	18 April 2012	London

Managing and assessing NEC Compensation events

<input type="text"/>	3 Nov 2011	London
<input type="text"/>	7 Nov 2011	Birmingham
<input type="text"/>	29 Nov 2011	Manchester
<input type="text"/>	7 Dec 2011	Bristol
<input type="text"/>	23 Feb 2012	Manchester
<input type="text"/>	15 Mar 2012	Bristol
<input type="text"/>	29 Mar 2012	London
<input type="text"/>	23 Apr 2012	Birmingham

Dealing with everyone's construction contract nightmares + Construction Act update

<input type="text"/>	19 Sep 2011	Manchester
<input type="text"/>	31 Oct 2011	Birmingham
<input type="text"/>	24 Nov 2011	London

At the cutting edge of JCT 2011 contracts + Construction Act update

<input type="text"/>	12 Sep 2011	London
<input type="text"/>	27 Sep 2011	Birmingham
<input type="text"/>	4 Oct 2011	Manchester
<input type="text"/>	18 Oct 2011	Bristol
<input type="text"/>	9 Feb 2012	Birmingham
<input type="text"/>	29 Feb 2012	Bristol
<input type="text"/>	19 Mar 2012	Manchester
<input type="text"/>	26 Apr 2012	London

Successfully managing construction disputes – adjudication and dispute resolution + Construction Act update

<input type="text"/>	17 Nov 2011	London
<input type="text"/>	1 Dec 2011	Manchester
<input type="text"/>	8 Dec 2011	Birmingham

Working with FIDIC

<input type="text"/>	30 Nov 2011	London
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Sharpen up! – commercial awareness for construction professionals + Construction Act update

<input type="text"/>	17 Oct 2011	Manchester
<input type="text"/>	1 Nov 2011	London
<input type="text"/>	16 Nov 2011	Birmingham

Which contract? For refurb & maintenance contracts + Construction Act update

<input type="text"/>	19 Oct 2011	Birmingham
<input type="text"/>	14 Nov 2011	Manchester
<input type="text"/>	1 Dec 2011	London

The must know guide to construction contract principles + Construction Act update

<input type="text"/>	13 Sep 2011	Birmingham
<input type="text"/>	21 Nov 2011	Manchester
<input type="text"/>	29 Nov 2011	London

The golden rules of correspondence, notices, forms, negotiation + admin + Construction Act update

<input type="text"/>	14 Sep 2011	Birmingham
<input type="text"/>	5 Oct 2011	Manchester
<input type="text"/>	20 Oct 2011	London

Working with JCT Minor + IFC contracts

<input type="text"/>	4 Oct 2011	Birmingham
<input type="text"/>	10 Oct 2011	Manchester
<input type="text"/>	8 Nov 2011	London

2. COMPLETE YOUR DETAILS IN BLOCK CAPITALS

Please reserve place(s) as indicated above. Amount enclosed £

Payment should be enclosed with the application. Firm bookings will only be accepted upon receipt of payment, or if agreed, appropriate order or written confirmation of payment arrangements.

Surname First Name Surname First Name Surname First Name Position(s) Organisation Address Town/City County Postcode Phone Fax E Mail Payment Cheque – please make cheques payable to "Construction Study Centre Ltd." Credit card Debit card Invoice – purchase order requiredCard type Visa Mastercard Switch/Maestro AmexCredit/debit card No. Valid from (month/year) to: Issue No. (Switch) Cardholder's name Cardholder's signature Amount to be charged £ Please tick this box if you DO NOT wish us to forward to you future details of our events

Construction Study Centre is part of the Alway Group of Companies. As a Group we may wish to contact you to advise you of current industry developments and our services.

Please tick this box if you DO NOT want your personal details used in this way.

3. PLEASE RETURN THIS COMPLETED FORM TO:

Construction Study Centre Ltd, 3 West Bar, Banbury, Oxfordshire OX16 9SD
Tel: 0845 3133 414, Fax: 01295 275981, Email: enquiries@constructionstudycentre.co.uk

TERMS & CONDITIONS

The views expressed at the courses are personal to the speakers and are not attributable to Construction Study Centre Ltd which accepts no responsibility for them. Delegates are recommended to take specific independent advice. In the case of emergencies, Construction Study Centre Ltd reserves the right to replace the advertised speaker with suitable substitutes. We use every endeavour to avoid cancelling or aborting a course at the last minute or on the day. However, if factors beyond our reasonable control make this necessary, we will refund the fees or the appropriate portion thereof. We cannot accept liability for any other costs, expenses or losses of delegates wasted or incurred thereby. Speakers for each individual course are indicated in the respective course content. All courses include Forum Sessions when the speakers will be available to answer questions. CPD certificates are available for all courses. Delegates are advised to bring a copy of the relevant form of contract, where appropriate.

COURSE FEES

1 day course: £280 plus VAT, per delegate.

The course fee includes full course documentation, coffee on arrival, coffee, lunch and afternoon tea. The fee does not include overnight accommodation. Discounts are available when 3 or more delegates from the same organisation, attend any of our courses during the same programme period (i.e. Autumn 2011 programme). In order to qualify all bookings must be received together.

TIMING OF ALL COURSES

Registration and coffee 9.00 - 9.30 am.**End of course(s) 5.00pm.**

BOOKINGS

Provisional bookings may be made by telephone, but must be confirmed in writing with the appropriate remittance or, if agreed and subject to credit approval, appropriate order or written confirmation of payment arrangements. Joining instructions and VAT receipts will be forwarded to delegates; if these have not been received within 3 working days before the relevant course, please contact us to ensure your place has been booked, as we cannot be held responsible for non-arrival of registration instructions. Should circumstances mean that you need to transfer to another Construction Study Centre Ltd course then the following charges will apply dependent on notice given: • **Provisional bookings** – no charge. • **Confirmed bookings, more than four weeks prior to course start date** – first transfer no charge. • **Confirmed bookings, two-four weeks prior to course start date** – £30 plus VAT. • **Less than two weeks notice given** – 20% of course fee. **No transfers will be accepted less than 6 working days prior to the course start date.** NB. Transfer notice must be made in writing. Free transfer applies to the first transfer only. Subsequent transfers incur a charge £30 plus VAT, rising to 20%, dependant on notice as shown above. All transfers must be taken within a period of six months from the original course date.

Refunds will be made for cancellations received in writing at least 10 working days prior to the relevant course date; such cancellations will be subject to a 20% administration charge. **No refunds** can be made for cancellations received after this date. VAT is not chargeable on cancellation fees.

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