

JCTNEWS

THE JCT CONTRACTS UPDATE FOR THE CONSTRUCTION PROFESSIONAL

SCHOOLS ALSO USE JCT CONTRACTS

In the July newsletter we featured two university buildings in the north of England as case studies. In this edition we feature a school building in the south of England that has been commissioned by East Sussex Council under the Building Schools for the Future (BSF) – One School Pathfinder (OSP) programme.

The new 13600 sq m Bexhill High School, which is due for completion later this year, is a £38 million building project on a JCT 2005 Design & Build Contract that was procured under the Improvement and Efficiency South East Framework (IESE).

The new school occupies two sites. The main school building is built on a portion of the playing fields on the Gunters Lane site and the Vocational Skills Centre is built on part of the existing site at Down Road where buildings have been demolished to accommodate it. The existing school has remained in full operation during the construction works.

The new school adopts a totally new design concept to meet 21st century project based learning requirements and one that is more reflective of the working office environment.



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Consequently, there are fewer classrooms and some 16 open-plan multipurpose learning zones for the delivery of more practical and applied learning. The design has taken seriously the need for sustainability; it is low energy and is heated by biomass boilers. It also contains a 1200 sq m ETFE (ethylene tetrafluoroethylene) air filled roof using the same system as the one used to clad the biomes at the Eden Project in Cornwall.

Members of the project team consist of Devereux Architects, Kier Regional Limited (Contractor), White Young Green (Structural and Building Services Engineer), Faithful + Gould (Quantity Surveyors), and Standerwick Land Design (Landscape Architects).

The cancellation of the BSF programme announced by the government on the 5th July 2010 did not affect this school but its impact has been felt in many quarters. Michael Gove in his announcement said that "Given the massively flawed way in which it was designed and led, it is no surprise that BSF has not hit any of its targets," adding that the programme had been beset by "major overspends, delays and botched construction". No doubt it is criticism which those involved in this scheme, would strongly refute. But whatever the obvious merits of the Bexhill High School project, the cancellation probably means very few other schools will be procured in the same way. What is clear is that cancellation of the BSF has left unanswered questions and much speculation about future schools' programmes.



Bexhill High School - Work in progress

COMMONWEALTH GAMES USE SBCC CONTRACT

Early this year Glasgow City Council appointed Sir Robert McAlpine to carry out the construction work on the National Indoor Sports Arena (NISA) and Sir Chris Hoy Velodrome in the East End of Glasgow. The £92.6m project was let on a 2005 edition of the SBCC Standard Building Contract With Quantities (SBC/Q/Scot) October 2007 Revision, which is the Scottish version of the JCT Standard Building Contract With Quantities, and is due for completion in the summer of 2012.

The NISA and velodrome will combine under one roof to become a host venue at the 20th Commonwealth Games to be held in Glasgow in 2014. The scheme comprises a 5000 seat indoor arena that has been designed to host a range of indoor sports including badminton, basketball and gymnastics and also features a 200m hydraulically operated running track.



The velodrome will seat 2000 with room for 500 standing spectators. The sports arena and velodrome are linked by a 34m x 80m four storey 'hub' that accommodates offices, ancillaries and circulation space. The scheme also includes a community sports hall, four outdoor floodlit 5-a-side pitches and a one km outdoor cycle track.

The delivery architects for the scheme are 3DReid with the design team including specialist velodrome designer Ralph Schuermann, Halcrow Yolles as structural and civil engineer and Arup as the services engineer. In addition, Franklin + Andrews is providing cost consultancy services to Glasgow City Council.

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£1 will be donated to Save the Children for each completed survey.



Peter Hibberd

WILL THE DRIVE FOR EFFICIENCY MEAN THE ACCEPTANCE OF THE LOWEST BID?

Efficiency is often wrongly associated with the cheapest of available solutions and in tough economic times such an error is understandable. Efficiency is about being efficient, which is defined as “functioning or producing effectively and with the least waste of effort”. Therefore it is possible to produce efficiently a range of products to meet a similar principal objective and where each product in the range commands a different price. Although the principal objective is satisfied it is achieved in a different way and satisfies a number of other secondary objectives which are important to some purchasers.

The construction industry has from time to time been compared with the car industry so let us consider the above in the context of a car. A car is purchased so that one may travel from one place to another but the circumstances of travelling between places, its performance, its costs to run, together with personal preferences in terms of design and other buying factors means that an extensive choice is available at vastly different prices. At the bottom end of the market, efficiency leads one to the cheapest of all prices. In all other cases, efficiency does not produce the lowest price because the principal objective has been conditioned by other objectives. In other words there has been an effective use of resources to satisfy a market that exists for such a product. Efficiency may mean that the higher price is less than it otherwise would be but the financial benefit of efficiency may be primarily to the advantage of the producer – the purchaser being prepared to pay a higher price for something different.

In terms of building, the same principles apply regardless as to whether it is a personal purchase or one for a business or community use. The cost of the car purchased for personal use is generally determined as a result of a compromise between a need and desire for a car and the other competing demands upon one's income. With public

buildings, compromises are still made because demands upon the public purse are diverse but the decision is far more difficult: politics enters the equation. Do we produce more hospitals or schools or more of both at the expense of roads? Do we build new rather than alter and repair? The allocation of funds is a political decision. Once an allocation is made to a particular area of work one is then confronted with satisfying the need in terms of numbers e.g. say 100,000 units of production, or say only 80,000 units of higher design quality or lower life cycle costs. The ultimate objective is to produce the higher number whilst achieving the higher design quality and lower life cycle costs. Even where efficiency might make this possible it will never be achieved because the other competing demands will almost certainly reduce the funds available and in any event supply and demand would impact upon the relative costs and prices.

When spending public funds, there is a tendency to think in terms of the lowest cost solution. However, in recent years, there has been greater acceptance that it is not necessarily the wisest use of such funds and higher cost solutions have been preferred. The problem is one of justifying the additional expenditure and at the very least it is still necessary to show that the lowest cost for a given output has been achieved. Value for money may not be the lowest price but it is the lowest price for a given set of requirements. Determining a level above one that provides the basic requirements is complex – even whole life costing has its own problems. In good times we feel we can afford to purchase a higher specification. In somewhat more austere times the choice may evanesce and we must guard against the lowest cost of all solutions becoming the accepted wisdom.

Peter Hibberd

Chairman of JCT

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WHAT HAVE WE LEARNT FROM THE MAJOR PROJECT FORM?

OWEN FOX - SENIOR MANAGING DIRECTOR, FTI BREWER CONSULTING

Some eight years ago I was involved, as a consultant, with the drafting of what was then called the Major Project Form and has now become the Major Project Construction Contract (MPCC). The contract was JCT's response to a joint initiative from the British Property Federation and the Construction Confederation whereby they sought a contract which reflected the requirements of the current market place for major projects. The benefits of standard forms are well known and it was envisaged that by so doing the need for extensive (and often poorly executed) amendments to other JCT forms could be avoided.

The basic intention of the form was very simple and drew upon a wide experience of successful projects. The employer was to say what it wanted and then allow the contractor to deliver the project in such a way that it was not reliant upon the employer for anything other than access to the site and regular payments. Within this basic approach there was then considerable flexibility allowed as to the precise

commercial arrangements of the parties.

The resultant contract was novel in many ways, not least because despite its intended use on some of the largest projects being undertaken by the industry it was significantly shorter than all other JCT forms, with the exception of the minor works form. I remember feeling (and saying) that the clarity and simplicity of the form would make it attractive for other "non major" projects, in the same way that the intermediate form is often used for contracts outside its target market. This didn't happen and, whilst the MPCC has been and continues to be used on some significant projects, its adoption is far from widespread.

Instead the MPCC has had its influence in other ways. As well as being short, the MPCC brought forward a number of what were then (in JCT terms at least) new principles and approaches, and it is interesting to note how many of these have since been picked up and adopted by the mainstream JCT forms. It is even more interesting to speculate whether this would have been the case had it not

been for the MPCC.

Some of the more obvious points include the much less wordy approach to VAT and the CIS, a simplified approach to the incorporation of sections, and the adoption of the Scheme for Construction Contracts for adjudications in place of JCT's own provisions. Other small points of terminology have also been picked up, including dropping of the totally misleading term defects liability period in favour of the more meaningful rectification period.

Think also about the revolution that has taken place concerning JCT's treatment of design, whereby the 2005 editions of the standard forms all recognise and provide for (as a matter of course and without having to incorporate any supplements) the fact that on most projects the idea that all of the design information will be provided by the professional team does not reflect reality. Now the main JCT forms all include comprehensive provisions that provide for the review of the contractor's design by the architect/employer as it is prepared, deal with

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intellectual property issues, permit adequate insurance arrangements to be made and recognise that there are various third parties (funders, purchasers and tenants) who all have a legitimate interest in the design and successful completion of the project that requires protection. These are all provisions that can be traced back to the MPCC.

Not all of the MPCC's innovations have yet been picked up by the mainstream contracts. Some suggestions for further amendments that might be drawn from the MPCC include:

- Adding a definition of practical completion, this being an area where the standard form offers no guidance and the parties have to rely upon whatever they can deduce from the various judgments of the courts. The consequence of this is that amendments are common, although not always well drafted.
- Revising the payment provisions, so that a single payment advice document allows the determination of what is due from each party to the other, meaning that there will often be no need for separate withholding notices, and the disputes they can give rise to.

- Changing what happens at the end of the rectification period whereby, instead of waiting (sometimes interminably) for defects to be argued over and remedied, clarity is achieved by making a financial adjustment in respect of any outstanding items. Sometimes the need to make such an adjustment clarifies matters in the minds of both the employer (is this really a defect?) and the contractor (if I don't do this, it's going to cost me money!).

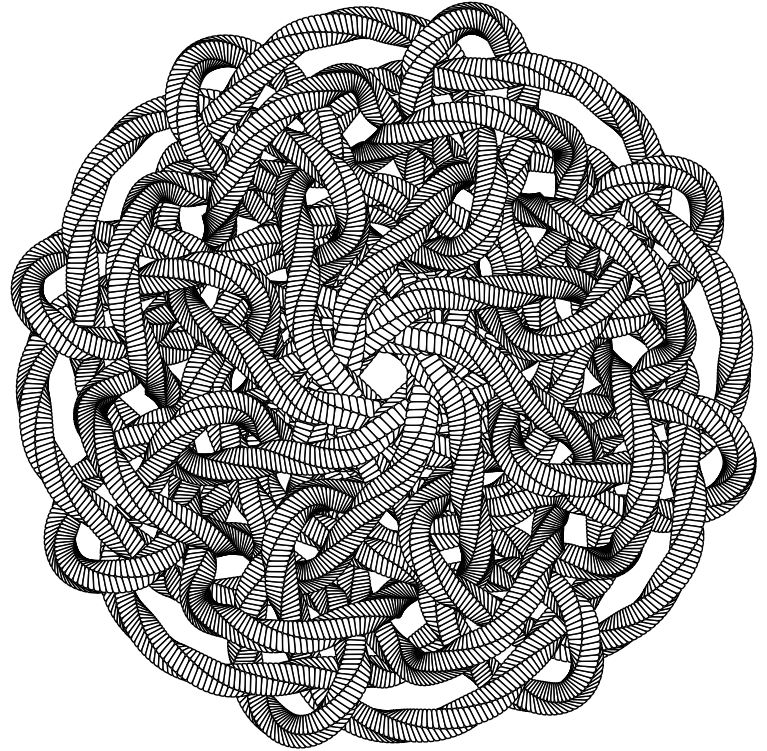
Looking to the future, it is possible to speculate, in the light of experience and how the industry has developed over the last eight years, what additional features might be included if the brief for the MPCC were to be written now. One immediate reaction might be "none", motivated by a desire to keep the MPCC as simple and straightforward as possible and prevent it from growing into something that more closely resembles the other JCT forms. On a more practical level:

- Perhaps it could learn from the other JCT forms, and include provisions for warranties to be provided by selected subcontractors as, whatever the standing of the main contractor, these seem always to be required.

- The question of responsibility for the design in the employer's requirements remains an area of widespread (and often ill prepared) amendment to the standard forms, and this may be an area where a considered review and some standard wording is now merited, including an accompanying novation agreement.
- As an encouragement to comply with the time periods for various notifications and responses, the inclusion of more provisions whereby failure to comply will either waive rights to claim or deem the acceptance of the notification. Although the MPCC went some way towards this with its drawing review procedure, perhaps this type of approach should be more widely adopted?

If the MPCC can be seen as leading the way in bringing forward some of the more significant changes introduced by the 2005 editions of the JCT forms, what will lead the way in the future?





EXECUTING CONTRACTS AND DEEDS: WHAT ARE THE CORRECT FORMALITIES?

ZAC SPYROU - PINSENT MASON'S LLP

Contracts are made in one of three forms: oral, written ("under hand") and deeds. Oral and written contracts under hand are said to be "in simple form" (hereinafter referred to as "simple contracts") and deeds are executed in so-called "solemn form".

One of the main distinctions between deeds and simple contracts is that with regard to deeds, some additional execution formality is required (beyond a simple signature) for the transaction to be enforceable as a deed. Indeed, in the case of simple contracts, these can be formed without any signatures at all (for example by exchange of emails), provided the normal requirements for the formation of a contract are present (offer, acceptance, consideration etc).

One other important distinction between deeds and simple contracts is that the limitation period for actions brought under a simple contract is 6 years from when the cause of action accrued. The period is generally 12 years in the case of a deed, hence the reason many construction contracts are commonly executed as deeds.

Execution formalities for deeds

The formalities for the execution of deeds are governed by a combination of common law

rules and statute.

Face value requirement

The main requirement that applies to every deed is that it must make clear on its face that it is intended to be a deed. There is no mystery to this particular requirement. Standard wording such as "Executed as a Deed by the..." as used in JCT's attestation clause will usually fulfil this requirement.

Form of execution

Different execution formalities apply to different types of legal entity. For the purposes of this article, we will focus specifically on companies.

Section 44 of the Companies Act 2006 provides that a company may execute a document (simple contracts or deeds) in one of three ways:

1. by affixing its common seal and signed by at least one authorised person in the presence of a witness who attests the signature; or
2. by the signature of two authorised persons; or
3. by the signature of a single director in the presence of a witness who attests the signature.

For the purposes of Section 44 an "authorised person" means any director of the company, the company secretary (if any), or any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

Delivery

The final formality required for a deed to take effect is delivery (unlike a simple contract, which is effective on execution). Delivery, which is a common law requirement, is the critical factor as it fixes the date from which the party is bound. Also, once a deed is delivered it becomes irrevocable.

The Companies Act 2006 contains a rebuttable presumption relating to the timing of delivery of deeds executed by companies. It provides that a document executed as a deed by a company is presumed to be delivered as a deed on execution, unless a contrary intention is proved.

The most common way of showing a contrary intention is adding wording to the attestation clause along the lines of "*This deed is delivered on the date written at the start of this deed*" (the date should then only be inserted once all the parties to the deed have signed it).

Standard JCT contracts contain no such wording so in the absence of any date in the contract, the likelihood is delivery will be deemed to have taken place on execution.

Dating

The fact that a date has not been inserted does not generally affect the validity of a deed, which usually takes effect from its delivery, and external evidence is admissible to show the correct date. There is a presumption that the date appearing in a deed is the date it took effect but this can be rebutted by evidence to the contrary.

As previously stated, normal practice is usually for a deed to be dated on delivery (i.e. on completion of the transaction).

Virtual signings and closings

One commonly finds logistical problems in getting documents signed – it may for example be impossible to get everyone who needs to sign a document physically present for a signing or closing meeting.

To address this problem, a practice of “virtual signings and closings” has developed where signature pages are prepared and executed in advance and then transferred to the engrossed final form of the document once it is ready for completion.

This practice was considered by the High Court in *R (on the Application of Mercury Tax Group Limited) and another v HMRC* [2008] EWHC 2721. In that case the judge held that the signature on an incomplete draft deed (or simple contract) cannot be transferred to execute effectively a complete and amended final version. The final form of deed was found not to be valid.

In relation to deeds, the judge said that “*the signature and attestation must form part of the same physical document*” when “*it*” (the deed) is signed.

As a more general proposition (applicable to all contracts, whether deeds or not), the judge said that “*the parties in the present case must be taken to have regarded signature as an essential element in the effectiveness*

of the documents: that is to be inferred from their form. In such a case I believe that the common understanding is that the document to be signed exists as a discrete physical entity (whether in a single version or in a series of counterparts) at the moment of signing...the requirement that a party sign an actual existing authoritative version of the contractual document gives some, albeit not total, protection against fraud or mistake.”

Unsurprisingly the *Mercury* decision has caused some concern and many people have, as a result, organised physical signing meetings to conclude a transaction that previously would have been concluded less formally despite the fact this can be expensive and time consuming.

In May 2009, acting in response to the *Mercury* case, a joint working party of The Law Society Company Law Committee and The City of London Law Society Company Law and Financial Law Committees (“the JWP”) published a guidance note on a non-exhaustive range of options for dealing with execution at virtual signings or closings. The JWP guidance note was updated in February 2010 when the Law Society published its own practice note which substantially followed the JWP guidance note (which also had the endorsement of Mark Hapgood QC).

The JWP formed the view that the *Mercury* decision should be viewed as limited to its particular facts. The JWP’s view is that it is possible for parties to comply with the requirement for a “discrete physical entity” in cases where contracts are circulated for signature by email.

The JWP went on to set out a non-exhaustive list of some appropriate procedures which can be followed in practice (indeed some already are). One of the suggested options was as follows:

1. Before signing / closing the proposed arrangements for the virtual signing / closing are agreed between all parties’ lawyers.

2. When the documents are finalised, the final execution copies of the documents are emailed (as pdf or word attachments) to all absent parties and/or their lawyers (as agreed). For convenience, a separate pdf or word document containing the relevant signature page may be attached.
3. Each absent signatory prints and signs the signature page only (there is no need to print off the full document).
4. Each absent party then returns a single email to its lawyers or to the lawyers co-ordinating the signing / closing (as agreed) to which is attached: (a) the final version of the document (pdf or word); and (b) a pdf copy of the signed signature page. In the case of deeds, the arrangements will also need to make clear when delivery is to take place (see discussion on delivery above).
5. At or shortly after signing / closing, to evidence the execution of the final document, a final version of the document, together with copies of the executed signature pages, may be circulated.

The view of the JWP and Mark Hapgood QC is that the pdf (or word) final version of the document and the pdf of the signed signature page (both attached to the same email) will constitute an original signed document and will equate to the “*same physical document*” referred to in *Mercury*.

Despite JWP’s logical conclusions, there is always a risk that the *Mercury* decision will be followed in the future. As a result, the safest option will always be to have a formal signing meeting or failing that, ensuring a full and final hard version of the contract is circulated to the parties in good time for execution.

It will be interesting to see whether future case law follows the *Mercury* decision or whether it is distinguished on its facts. Whatever the answer, it is imperative that parties understand, and follow, the correct formalities for executing contracts to avoid any risk that the contract may be set aside.



THE JOY OF INSURANCE

BILL GLOYN - JARDINE LLOYD THOMPSON



Insurance can be very satisfying if got right – especially in the aftermath of a major claim. Whilst simple in concept, it can be extremely complex to accomplish satisfactorily. It needs careful thought and preparation at the same time as the other details of the building project are getting attention.

Take, for instance, the cover required where the contract concerns work being done to an existing building. That might be an extension, structural alteration or tenant fit-out. Reduced to a simple précis, the insurance requirements of schedule 3, option C in the JCT Standard Building Contract 2005 – echoed in most other JCT forms – call for the employer to arrange cover for damage by certain specified perils to the existing building, and those contents which are his responsibility, together with all risks cover on the contract works. All that insurance has to be arranged in the joint names of the contractor and the employer. In that way, the insurers have no right of recovery from the contractor if any damage is caused by his negligence.

As I said earlier – simple!

Well it might be if the employer is the owner of the property and arranges the insurance on it – and, of course, if the insurers are willing to co-operate. They may not be able or willing to oblige as the risk obviously changes, for example from an office to a construction site – something that many property insurers do not cover. However, for many contracts the employer is a tenant. The building will be insured by the landlord, or even his landlord, the freeholder, and the employer will have little or no control over such insurance. It is certainly unlikely that the tenant will be a joint insured under that insurance. Under the terms of the lease, it is possible that the tenant will enjoy a waiver of subrogation rights – whereby the insurers could otherwise seek to recover from a third party any costs they have to meet for negligent damage. However, that waiver

would not extend to include the contractor.

It is increasingly unlikely that the insuring party will be willing to extend the cover to meet the terms of the contract. The general professional advice given to property owners is that to do so might prejudice their claims experience – potentially causing a serious impact on the future cost of premiums. As these are usually spread across a portfolio of properties, any increase would disadvantage all tenants. That is not a good thing at a time when all occupation costs are under the microscope.

To add to the problem, not having control of the existing building insurance, it will also be more difficult, if not impossible, for the tenant to be able to arrange the all risks cover on the works. So, all may not be as simple as it seemed at first sight.

Clearly, if cover cannot be arranged in compliance with the contract, something needs to be done. But, action will only be taken if the problem is identified at an early stage: there lies the nub of the problem.

After a long career in real estate and development, I know how low down the priority list insurance comes. In fact, I have seen many examples where the deficiency is only recognised when a claim comes along. Even if that is not the case, the employer will be in breach of contract and facing significant costs to rectify the problem.

That the situation has got that far may not be the responsibility of the employer. In reality, he is not likely to be an experienced client of the construction world and will be depending on the advice of his professional construction advisers, including the contractor. The fact is that they may not be any more knowledgeable on the details of construction insurance than the employer – who should be seeking professional insurance assistance. Sadly, that is not always done, especially if the problem is not identified until the contract is agreed and works underway.

A simple – that word again – solution would be for the contractor to extend the public liability insurance he is required to arrange in respect of personal injury and death together with damage to third party property that arises from his negligence in carrying out the work. That cover follows the indemnity given to the employer in clauses 6.1 and 6.2 but there is another complication as clause 6.2 specifically excludes damage to the existing structure; such damage is meant to be insured by the employer in joint names and so the contractor has no liability, at least not to the employer.

However, if damage does occur, the owners of the building or their insurers will have recovery rights against the contractor. The court, if the issue goes that far, will be looking at the issue of negligence rather than who is responsible under the contract. If the employer has not arranged the required insurance, the contractor will have to attempt to recover any damages from him. If the employer no longer exists – sadly a possibility in this economic climate – the contractor will be on his own, potentially without the benefit of insurance.

It is perhaps worth pausing there, before looking at other remedies, to examine the contractor's position. Serious damage to the building, if multi-occupied, is likely to affect other tenants and their businesses. Any liability for that, together with damage to the building by a cause not included in the specified perils to be insured^[1] – any of which could be substantial – is not excluded from the contractor's indemnity and should therefore be covered by the public liability insurance that the contractor has to arrange in accordance with clause 6.4. I have certainly been involved in cases where such damage – for the accidental escape of water or a fire, for instance – has cost many tens of millions of pounds.

That exposure, added to the risk of damage to the building itself, is likely to be far more than the amount of public liability cover usually required, especially from small contractors.

An example is the damage to the State Apartments of Windsor Castle in 1992, when a spotlight being used by decorators ignited a curtain. The resultant damage cost over £37million to repair and there is no record of the consequential losses that accrued. It is unlikely that a small contractor would carry anything like that in terms of liability insurance. In fact, many contracts do not call for a realistic limit of cover – especially when the job is small but within a large building with many tenants; the fit-out of a unit in a shopping centre, for instance.

Any consideration of this issue must reflect that the standard indemnity and insurance clauses in whatever version of the JCT contract is being used may need amendment. The ways of doing that are varied and depend on the specific circumstances of each contract.

It is possible that the party insuring the building may be willing to obtain a waiver of the insurer's subrogation rights against the contractor – possibly on payment of an additional premium. That is often done in exchange for an obligation by the contractor to maintain a specified limit of public liability insurance. In that case, the indemnity provisions of clause 6.2 will also have to be amended to reflect that there is now liability for damage to the property being worked upon.

Whatever is finally decided, the issue will have to have received some attention. The construction industry is full of innovation and creative thinking. It is a shame that the insurance elements of a contract do not often benefit from that intellectual capital. Giving it the attention it needs and deserves might just bring you the Joy that insurance still gives me after more than 45 years in the game.

Bill Gloyn is Partner, European Real Estate in Jardine Lloyd Thompson – International insurance brokers. He is a member of the JCT insurance committee, Chairman of the British Property Federation insurance committee and Immediate Past President of the City Property Association.

[1] Fire, lightning, explosion, flood, escape of water from any water tank apparatus or pipes, earthquake, aircraft or other aerial devices or articles dropped there from, riot and civil commotion.



From Left to Right: Nick Raynsford MP, Paul Morrell, Neil Gower (JCT Chief Executive), Peter Hibberd (JCT Chairman)

JCT RECEPTION AT THE HOUSE OF COMMONS

"When circumstances change, so must the way we go about our business," said Paul Morrell, the government's chief construction adviser, in his keynote speech at the JCT Reception hosted by the Rt. Hon. Nick Raynsford MP at the end of July. He continued by saying that the world has changed significantly recently – the environment has emerged as a key consideration, and the age of austerity is and will be upon the industry for a number of years to come.

Stressing that the industry has to respond to these changing circumstances, he said that "Irrational exuberance has been as much in evidence in the building programme as in so many aspects of recent history, and it is time to leave prodigality to the proverbs. This is true whether we are talking about cash or carbon – a new means of exchange that has to become as important as money. If cash is king, carbon must be its queen.

"Both in what and how we build there needs to be a new, self-questioning rigour. Certainly buildings need to be good. They must be fit

for their purpose, durable and sustainable – and I hope there will always be room in the public programme for a degree of patronage, an acknowledgement that the impact of buildings on a neighbourhood is so great that they must both take from and give to their civic context. But beyond that point, the point at which buildings are 'good enough', the price of spending to build something still better is paid by those who get nothing at all.

"The challenge for the industry is therefore to define 'good enough'. This is absolutely not a defeatist call to dumb down. Instead, it is a confident plea to raise our game; to respond to the need to live within our means, utilising finite money and resources, with a new offer."

Paul Morrell concluded by saying that the key to success was having a good client, from increasing the level of standardisation throughout the industry, and ensuring payment down the entire supply chain.

JCT looks forward to hearing further from the Chief Construction Adviser when he speaks at JCT's annual Povey Lecture that will be held in November.

DATES FOR YOUR DIARY

JCT Povey Lecture

18 November 2010, Central London

This year's lecture entitled 'Ambition in an Age of Austerity' will be given by Paul Morrell, Chief Construction Adviser.

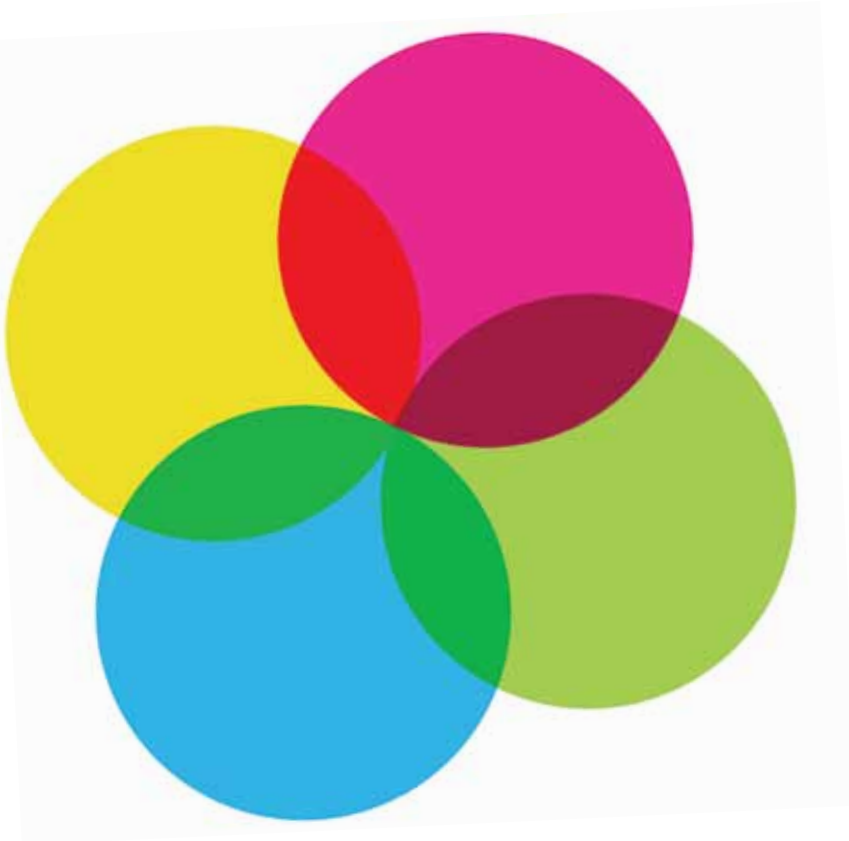
Please e-mail stanform@jcttd.co.uk to book your place.

SBCC Annual Update Seminar

21 November 2010, The Mitchell Library, Glasgow

As part of the seminar, **Peter Hibberd**, JCT Chairman, will give a talk entitled 'How do we know a project is successful – how do we generalise the experience?'

For further information please visit www.sbconline.com



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