

FRESH JCT



DO YOUR JCT CONTRACTS INCLUDE THE NON-NEGOTIABLE FUNDAMENTAL 5 FOUNDATION FOR ANY SUB-CONTRACTOR?

Here at **FRESH JCT** we understand the challenges for any subcontractor or specialist supplier operating under a JCT, NEC or Main Contractors Bespoke Contract. The “**FRESH** Fundamental Five” are the foundation for your business to be successful and profitable.

As with all businesses the key to any successful business operating as a sub-contractor to the construction industry is cash flow but unlike the majority of other industries construction sub-contractors are exposed to the demands, vagaries and significant risks of construction contracts.

Operating under the various construction contracts many amended with unfavourable terms it is imperative to manage and negotiate the potential risks of these unfavourable terms present. The Fundamental Five non-negotiables for any successful sub-contractor are:-

PAYMENT TERMS

RETENTION

LIMIT OF LIABILITY

PROGRAMME RIGHTS

DISPUTE RESOLUTION

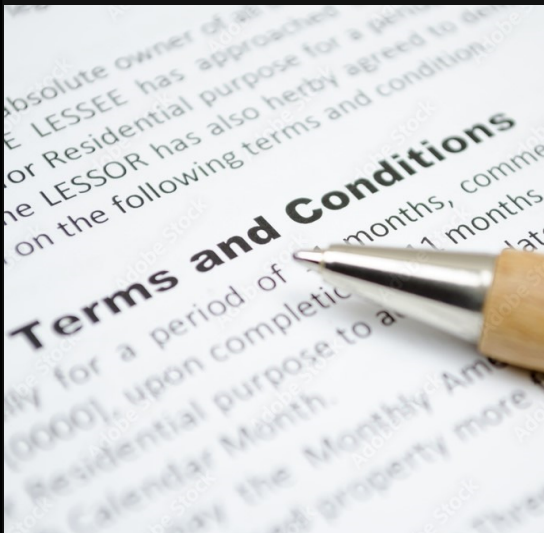
The “**FRESH** Fundamental Five” are the non-negotiable foundation for any subcontractor and specialist supplier entering into a JCT or NEC Contract. Unfortunately, with Main Contractor amendments to the JCT or NEC contract there are still many risks and onerous clauses you need to identify and evaluate.

<https://freshjct.co.uk/gold-construction-contract-review/>

Contact the **FRESH JCT** team to ensure the “**FRESH** FUNDAMENTAL FIVE” are the foundation of all your contracts and your company Terms & Conditions.

<https://freshjct.co.uk/>

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JCT AFFORDABLE SERVICES & SUPPORT FOR SUBCONTRACTORS INCLUDE:-

GOLD CONTRACT REVIEW & SUPPORT
TITANIUM "IN-HOUSE" CONTRACTUAL SUPPORT
DISPUTE RESOLUTION
CONTRACTUAL THEORY INTO PRACTICE GUIDANCE
MANAGING A CONSTRUCTION CONTRACT
PAYMENT FOR MATERIALS OFF-SITE
PASSING ON SUPPLIER LIABILITY
PREPARING BESPOKE TERMS & CONDITIONS
CONTRACTUAL BUSINESS "HEALTH CHECK" & AUDIT
PROJECT MANAGEMENT SUPPORT
MENTORING YOUR CONTRACT & PROJECT EMPLEES



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THE FRESH JCT NON-NEGOTIABLE FUNDAMENTAL 5

Payment Terms

It is essential that all parties have an unambiguous documented understanding of the agreed payment terms. Payment terms need to be negotiated free from discounts to include agreed amounts against 'milestone' work done including payment for materials off site.

Retention

Retention has a serious effect on your cash flow and profitability. We at **FRESH** believe that in many contracts no Retention deductions can be negotiated. If retention is agreed as a last resort it is essential that there are clearly defined calendar dates for the release of retention deductions.

Limit of Liability

It is essential in any contract that you limit the extent of your liability. The 'headline' risk is Liquidated and Ascertained Damages, however this is not the only risk to your business.

When negotiating the contract, you need to ensure that in addition to Liquidated and Ascertained Damages you also limit any liability for consequential loss, contra charges and a host of other potential costs and claims the Main Contractor may look to recover from you.

Programme

Your programme periods or dates together with notice to start on site must be clearly defined and agreed at the outset. As we all know construction programmes do not go to plan and you must have the fundamental right to vary the programme or site works if for any reason outside your control you are delayed. Allow us at **FRESH** to negotiate provision for this right to ensure you are free from risk of claims for delay and even negotiate your abortive costs.

Dispute Resolution

It is an unfortunate fact that in construction disputes occur and our "Theory into Practice" goes a long way to avoiding disputes and will ensure that you are protected with the appropriate documentation in the event of a dispute occurring. The last of the "**FRESH** Fundamental Five" is to ensure that bound into any contract is a quick cost effective Dispute Resolution Procedure before any dispute is escalated to legal advisors, lawyers, adjudication

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