

FRESH JCT



DB 2024
Design and Build Contract 2024

2024

DESIGN AND BUILD CONTRACT

JCT Announces Release of 2024 Edition of Contracts on 17th April.

WILL THIS PROVIDE A FAIRER DEAL FOR SUBCONTRACTORS?

JCT have confirmed 17th April for the release of its 2024 new Design and Build family of contracts. We understand the amendments will include the following:

Modernising and Streamlining –

- Gender neutral language.
- Increased flexibility around the use of electronic notices.
- Accommodate Electronic Signature.

New for JCT 2024 –

- The introduction of a new contract family, JCT Target Cost Contract (TCC), comprising main contract, sub-contract, and guide.

Legislative changes –

- Major updates reflecting the new Part 2A of the Building Regulations
- Termination accounting and payment provisions reflecting the Construction Act.
- New insolvency grounds reflecting the Corporate Insolvency and Governance Act 2020.

Future proofing –

- Include changes to reflect the objectives of the Construction Playbook.
- The Main Document will incorporate the previously optional supplemental provisions relating to Collaborative Working, and Sustainable Development and Environmental Considerations.

Loss and expense

- The JCT 2024 will allow parties to include optional additional grounds for the contractor to claim loss and expense in the Contract Particulars. For example, where epidemics directly affect the works. This is clearly a response to the COVID-19

Extensions of Time

- The JCT 2024 will introduce new Relevant Events, which are matters where the contractor is entitled to claim an extension of time under the JCT. Again, this is expected to include the addition of a reference to epidemics, recognising that such an event could cause both delay and loss and expense.

Liquidated damages

- The JCT 2024 is expected to provide that where works are incomplete at the date of termination, liquidated damages can be levied up to termination and only general damages for delay can be claimed thereafter.

Disputes, arbitration and adjudication

- The Contract Particulars to most contracts in the JCT 2016 suite list out Adjudication nominating bodies and Arbitrator appointers that the parties may use. The JCT 2024 will instead allow the parties the flexibility to choose their own nominating body or appointer.

THE 5 KEY QUESTIONS FOR SUB-CONTRACTORS ARE:-

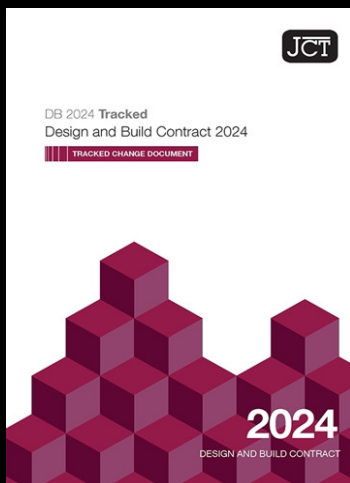
1. Will the contract documentation be simpler to enable sub-contractors review and negotiate a fairer deal?
2. Will the new contracts be less weighted against the sub-contractor?
3. Will subcontractors retain title of materials delivered to site if they have not been paid for them?
4. Will LADs reflect a fairer distribution of the risks?
5. Will subcontractors get paid any quicker?

I SUSPECT WE KNOW THE ANSWER!

FRESH JCT AFFORDABLE CONSTRUCTION CONTRACT RISK MANAGEMENT FOR SUBCONTRACTORS

Operating under the various construction contracts many amended with unfavourable terms it is imperative to manage and negotiate the potential risks these unfavourable terms present.

The FRESH JCT Team will explain each clause to you in simple plain English



FRESH JCT

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FRESH JCT SERVICES & SUPPORT FOR

SUBCONTRACTORS INCLUDE:-

- GOLD CONTRACT REVIEW & SUPPORT
- TITANIUM “IN-HOUSE” CONTRACTUAL SUPPORT
- DISPUTE RESOLUTION
- CONTRACTUAL THEORY INTO PRACTICE GUIDANCE & MODULES

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 EMPLOYEES

**FRESH JCT WILL PROTECT YOUR BUSINESS WITH YOUR
OWN BESPOKE TERMS & CONDITIONS**