

1. Record Nr.	UNINA9910139147103321
Autore	Chappell David (David M.)
Titolo	The JCT standard building contract 2011 : an explanation and guide for busy practitioners and students / / David Chappell
Pubbl/distr/stampa	Chichester, England ; ; Oxford, England : , : Wiley-Blackwell, , 2014 ©2014
ISBN	1-118-35512-1 1-118-81975-6 1-118-35136-3 1-118-35353-6
Descrizione fisica	1 online resource (370 p.)
Disciplina	343.4107/8624
Soggetti	Construction contracts - Great Britain Electronic books.
Lingua di pubblicazione	Inglese
Formato	Materiale a stampa
Livello bibliografico	Monografia
Note generali	Description based upon print version of record.
Nota di bibliografia	Includes bibliographical references and indexes.
Nota di contenuto	The JCT Standard Building Contract 2011: An explanation and guide for busy practitioners and students; Copyright; Contents; Preface; Abbreviations used in the text; Notes before reading; Part I Preliminaries; 1 Introduction; 1.1 What is a contract?; 1.2 Purpose of building contracts; 1.3 Types of construction contracts; 1.4 Characteristics of a standard form; 1.5 Commonly used contracts; 1.6 Important background to SBC; 1.7 SBC and variants; 2 Basic matters; 2.1 Works; 2.2 Drawings; 2.3 Specification; 2.4 Schedules; 2.5 Bills of quantities; 2.6 The Standard Method of Measurement 2.7 Privity of contract and the Third Party Act2.8 Third party rights and collateral warranties; 2.9 Base Date; 2.10 Common problems; 3 About the contract documents; 3.1 What constitutes the contract?; 3.2 What are articles and recitals?; 3.3 How to complete the contract form; 3.4 Priority of documents; 3.5 Errors, discrepancies and divergences; 3.6 Custody and copies; 3.7 Limits to use; 3.8 Reckoning days; 3.9 Certificates, notices and other communications; 3.10 Applicable law; 3.11 Common problems; 4 Related matters; 4.1 The Housing Grants, Construction and Regeneration Act 1996 as amended

4.2 Entire contracts; 4.3 Express and implied terms; 4.4 Limitation periods; 4.5 Letters of intent; 4.6 Quantum meruit; 4.7 Limited companies; 4.8 Bonds; 4.9 Common problems; Part II Participants; 5 The architect's powers and duties; 5.1 What the architect can do or must do; 5.2 Specific requirements under the JCT contract; 5.3 Powers; 5.4 The architect's design role under SBC; 5.5 The architect as agent for the employer; 5.6 No power to direct contractor; 5.7 Issue of certificates; 5.8 The issue of instructions; 5.9 Instructions in detail; 5.10 Issue of information; 5.11 Duties under the contract; 5.12 General duties; 5.13 Does the architect have any duty to the contractor?; 5.14 Common problems; 6 The contractor's powers and duties; 6.1 What the contractor can do or must do; 6.2 Person-in-charge; 6.3 Access to the Works and premises; 6.4 Carrying out the Works; 6.5 Levels and setting out; 6.6 Workmanship and materials; 6.7 Contractor's master programme and other documents; 6.8 Statutory obligations; 6.9 Antiquities; 6.10 Drawings, details and information; 6.11 Compliance with architect's instructions; 6.12 Suspension of performance; 6.13 Does the contractor have a duty to warn of design defects?; 6.14 Common problems; 7 The employer's powers and duties; 7.1 What the employer can or must do; 7.2 Express and implied powers and duties; 7.3 General powers; 7.4 General duties; 7.5 Common problems; 8 Consultants; 8.1 General points; 8.2 Quantity surveyors; 8.3 Employer's representative/project manager; 8.4 Structural engineers, mechanical engineers and others; 8.5 Common problems; 9 The clerk of works; 9.1 Method of appointment; 9.2 Duties; 9.3 Snagging lists; 9.4 Defacing materials; 9.5 Common problems; 10 Sub-contractors and suppliers

## Sommario/riassunto

This is a straightforward and concise book about a complex but commonly used standard building contract. As far as possible free of legal jargon, it sets out exactly what the recently revised JCT Standard Building Contract 2011 requires in various circumstances. JCT Standard Building Contract 2011 is a simple book about a complex but commonly used contract, but it is not brief or superficial. Rather it is straightforward, concise, and as far as possible free of legal jargon. It sets out exactly what the contract requires in various circumstances and explains, oft