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5.2 Other obligations; 5.2.1 Access to the works and premises; 5.2.2 Compliance with architect's instructions; 5.2.3 Suspension of obligations; 5.2.4 Other rights and obligations; 5.3 Summary; Chapter 6 Employer; 6.1 Powers and duties: express and implied; 6.2 Rights under MW and MWD; 6.2.1 General; 6.2.2 Damages for non-completion; 6.2.3 Other rights; 6.3 Duties under MW and MWD; 6.3.1 General; 6.3.2 Payment; 6.3.3 Retention; 6.3.4 Other duties; 6.4 Summary; Chapter 7 Quantity Surveyor and Clerk of Works; 7.1 Quantity surveyor; 7.1.1 Appointment; 7.1.2 Duties; 7.1.3 Responsibilities; 7.2 Clerk of works; 7.2.1 Appointment; 7.2.2 Duties; 7.2.3 Responsibilities; 7.3 Summary; Chapter 8 Subcontractors and Suppliers; 8.1 General; 8.2 Subcontractors; 8.2.1 Assignment; 8.2.2 Subcontracting; 8.2.3 Nominated subcontractors; 8.3 Statutory authorities; 8.4 Works not forming part of the contract; 8.5 Summary; Chapter 9 Possession, Completion and Defects; 9.1 Possession; 9.1.1 Introduction; 9.1.2 Date for possession; 9.2 Practical completion; 9.2.1 Definition; 9.2.2 Consequences of practical completion; 9.3 Rectification period; 9.3.1 Definition; 9.3.2 Defects, shrinkages and other faults; 9.3.3 Frost; 9.3.4 Procedure; 9.4 Summary; Chapter 10 Claims; 10.1 General; 10.2 Extension of time; 10.2.1 Legal principles; 10.2.2 Liquidated damages; 10.2.3 Extending the contract period; 10.3 Money claims; 10.3.1 General; 10.3.2 Types of claims; 10.4 Summary; Chapter 11 Payment; 11.1 Contract sum; 11.2 Payment before practical completion; 11.3 Penultimate certificate; 11.4 Final certificate; 11.5 Effect of certificate; 11.6 Interest and withholding payment; 11.7 Retention; 11.8 Variations; 11.9 Order of work; 11.10 Provisional sums; 11.11 Fluctuations

Sommario/riassunto

The Minor Works Contract is the most widely used of the JCT forms of contract, not only for simple, short contracts of moderate price, for which it is intended, but also for much larger projects for which it is often not suited at all. As a result, contractual difficulties can arise, and despite the form's simplicity an understanding of the legal background to the form is essential. This book explains the practical applications of the form from the point of view of the employer, architect and contractor. It provides a straightforward explanation of the legal aspects of the form
