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| Autore                  | McGuinness John  |
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| Livello bibliografico   | Monografia   |
| Note generali           | Includes index.  |
| Nota di contenuto       | The Law and Management of Building Subcontracts; Contents;<br>Definitions; Preface; 1 Tenders; Introduction; Contract of tender;<br>Obligation post-tender; Nature of the tender; Amended tenders and<br>other pre-contract requests; 2 Contract; Formation; Work contracted<br>for; Discrepancies between documents; Conclusion of a contract;<br>Acceptance by signature; Acceptance by conduct; Letters of intent;<br>Subject to contract; Capped price or expenditure; Incorporation of<br>terms - general principles; Incorporation of terms - contractor's<br>proposals; Waiver; New terms; Terms arising in the course of dealing<br>Failure to make express provision within an agreementFailure to<br>conclude an agreement; When terms are left to be agreed;<br>Unconscionable behaviour; 3 Subcontractors Selected by a Third Party;<br>Introduction; Pre-tender discussions; Specified subcontractor; |

Novation; Naming and nomination; Difficulties in third party selection; 4 Programming of the Subcontract Work; Programme for work; Programming differing trades; Programming off-site or pre-site works; Programme changes and amendments; Alternative arrangements; Programme where the subcontract period is not defined; Programming following delay  
Subcontractor's programmeExtensions of time; Financial planning; Extensions of time under other subcontract arrangements; Coordination; 5 Organisation and Management of the Subcontract; Introduction; Enquiry and tender; Post-tender, pre-subcontract; The subcontract; Pre-site and off-site works; On-site work; Payment; Completion of the works; 6 Design Development; General considerations; The right to develop the design; Limit of responsibility; Design changes by the specifier; Interface of design responsibilities; Construction Design and Management Regulations  
Aims and objectives of the subcontractor's designerSubcontractor's design under JCT; Further design information; Programming design development; Contractor's Design Submission Procedures; Payment for design; Shop or fabrication drawings; Supports and fixings; Temporary works; Consultant designers as subcontractors; Finalisation of the Sub-Contract Agreement; 7 Instructions and Variations; The right to change; Nature of change; Instructions outside the subcontractor's competence; Pre-priced variations; Nature of instructions; Types of instruction; Who may instruct; Post-contract instructions  
Instructions relating to subcontractor designInstructions to vary programme; The effect of instructions; Implementation of instructions; Instructions requiring a change to work already carried out; Necessary instructions; Instructions resulting from discrepancies within the documents; Timing of instructions; Instructions other than in writing; Instructions by third party; Directions to cease work; Duty to warn that instructions may give rise to defective work; Duty to install to manufacturer's instructions; Instructions where there is no provision within the subcontract  
Acceleration agreements

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#### Sommario/riassunto

Written by an experienced industry professional, this book is the most comprehensive volume on the management and law of sub-contracts to date.

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