

1. Record Nr.	UNINA9911019832203321
Autore	Eggleston Brian, CEng
Titolo	Liquidated damages and extensions of time in construction contracts / / Brian Eggleston
Pubbl/distr/stampa	Chichester, U.K. ; ; Ames, Iowa, : Wiley-Blackwell Pub., 2009
ISBN	9786612034558 9781282034556 1282034553 9781444301625 1444301624 9781444301632 1444301632
Edizione	[3rd ed.]
Descrizione fisica	1 online resource (406 p.)
Disciplina	343.41/078624
Soggetti	Construction contracts - England Performance (Law) - England Breach of contract - England Damages - England Time (Law) - England Construction contracts - Wales Performance (Law) - Wales Breach of contract - Wales Damages - Wales Time (Law) - Wales
Lingua di pubblicazione	Inglese
Formato	Materiale a stampa
Livello bibliografico	Monografia
Note generali	Includes index.
Nota di contenuto	Contents; Preface to Third Edition; References; Acknowledgements; Chapter 1: Introduction; 1.1 General overview; 1.2 Legal developments; 1.3 Contractual developments; Chapter 2: Time in contracts; 2.1 Problems with terminology; 2.2 Conditions and warranties; 2.3 Termination; 2.4 Time for performance; 2.5 Time of the essence; 2.6 Notice making time of the essence; 2.7 Time at large; 2.8 Reasonable

time; 2.9 Fixing time by reference to correspondence; 2.10 The effect of time at large on the contract price; Chapter 3: Damages for late completion; 3.1 Liquidated and general damages distinguished 3.2 Principles of general damages 3.3 Alternative remedies; 3.4 Can general damages exceed liquidated damages?; 3.5 Under-liquidation of damages; 3.6 Double damages; 3.7 Liability for damages in tort; 3.8 The Panatown problem; Chapter 4: Liquidated damages and penalties; 4.1 Penalties-general introduction; 4.2 Liquidated damages; 4.3 Liquidated damages and penalties distinguished; 4.4 Pre-estimates of damage; 4.5 Particular aspects of penalty clauses; 4.6 Evidential matters; 4.7 Bonus clauses; 4.8 Site occupation charges; Chapter 5: Prevention; 5.1 Principle of prevention 5.2 Need for extension of time provisions 5.3 Defining an act of prevention; 5.4 Prevention after the completion date; 5.5 Effect of late variations on unliquidated damages; 5.6 Prevention and time at large; 5.7 Conditions precedent and time-bars; 5.8 *Steria Ltd v. Sigma Wireless Communications Ltd* (2007); Chapter 6: Legal construction of liquidated damages clauses; 6.1 Rules of construction; 6.2 *Contra proferentem* rule; 6.3 Restrictions on implied terms; 6.4 'Catch all' phrases; 6.5 Inconsistencies in drafting; Chapter 7: Effects of determination; 7.1 The question of continuing responsibility 7.2 *British Glanzstoff* 7.3 Contractual provisions; 7.4 Novations; 7.5 Summary on liquidated damages; 7.6 Determination and limitation on liability; Chapter 8: Problems with sectional completion; 8.1 Discovering the parties' intentions; 8.2 Proportioning down clauses; 8.3 Provisions for sectional completion; 8.4 Requirements not fully specified; Chapter 9: Application to sub-contractors; 9.1 Effect of 'stepping-down' provisions; 9.2 Can there be a genuine pre-estimate of loss?; 9.3 Commercial considerations; 9.4 Nominated sub-contracts; Chapter 10: Recovery of liquidated damages 10.1 When do liquidated damages become payable? 10.2 Meaning of completion; 10.3 Certificates and conditions precedent; 10.4 Methods of recovery; 10.5 Time limits on recovery; 10.6 Interest on repayment; 10.7 Withholding notices; 10.8 Decisions of adjudicators; Chapter 11: Defences / challenges to liquidated damages; 11.1 Benefits of precedents; 11.2 Extension of time due; 11.3 Completion achieved earlier than certified; 11.4 Certificates not valid; 11.5 Conditions precedent not observed; 11.6 No date for commencement; 11.7 Prevention; 11.8 Penalties; 11.9 Provisions void for uncertainty 11.10 Waiver / estoppel

Sommario/riassunto

Liquidated damages and extensions of time are complex subjects, frequently forming the basis of contract claims made under the standard building and civil engineering contracts. Previous editions of *Liquidated Damages and Extensions of Time* are highly regarded as a guide for both construction industry professionals and lawyers to this complex area. The law on time and damages continues to develop with an increasing flow of judgments from the courts. Alongside this, the standard forms of contract have also developed over time to reflect prevailing approaches to contractual relationships.