Quigg Golden INSIGHT
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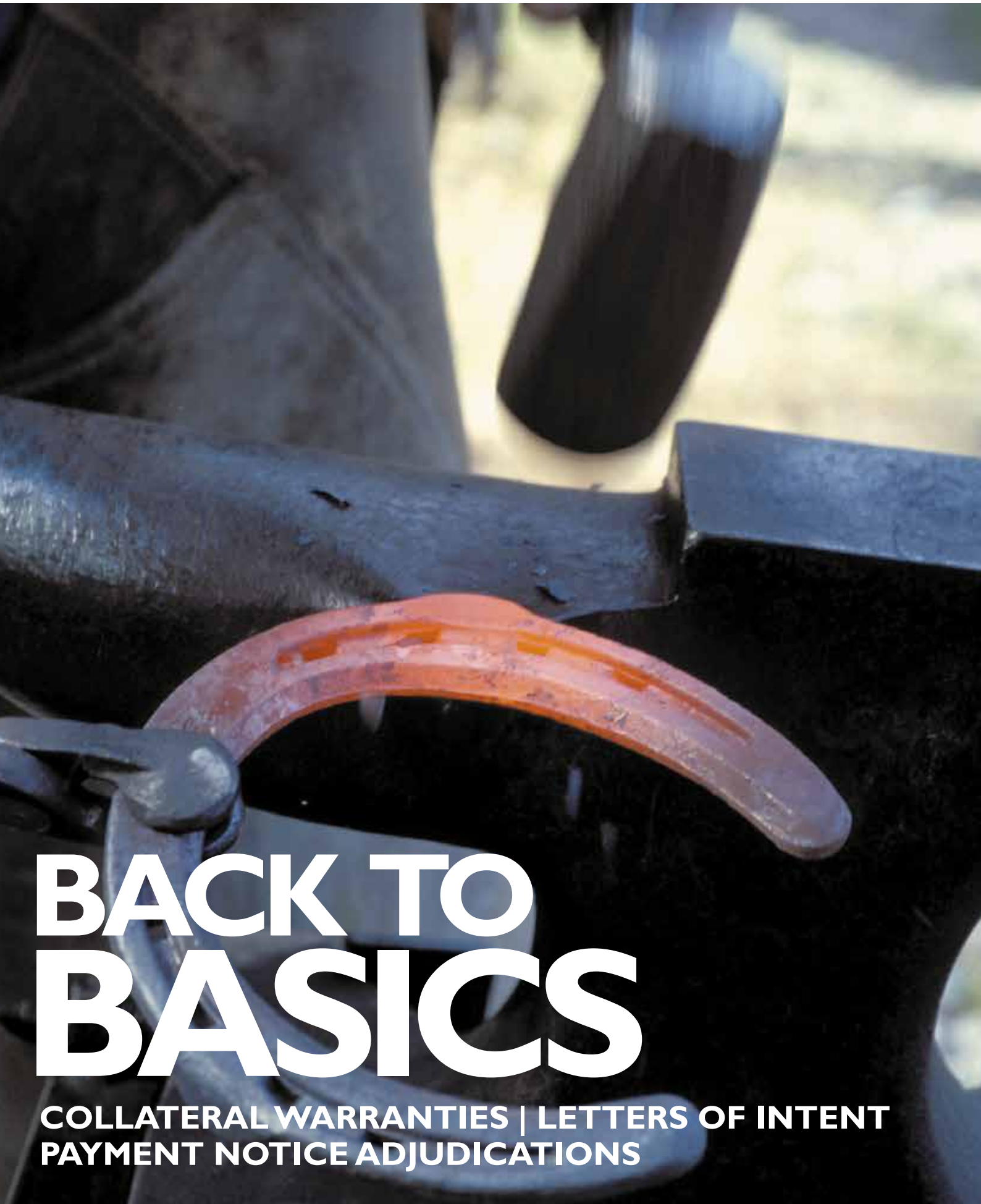

BACK TO BASICS

COLLATERAL WARRANTIES | LETTERS OF INTENT PAYMENT NOTICE ADJUDICATIONS

Welcome to Quigg Golden Insight

This season's QG insight focuses on getting "Back to Basics". That is exactly what we have attempted to do in this issue of insight, selecting articles and position papers on a number of issues we come across time and again, so as to assist readers with the things that are coming across our desk every day.

What are these issues?

Payment Notice adjudications are fast becoming the most popular form of adjudication in the UK. These are nothing new, however, in our experience the vast majority of clients, contractors and subcontractors do not realise that this remedy is available to them.

We also get queries almost every day on either Letters of Intent or Collateral Warranties. It can make sense to use a letter of intent, however, misuse or misunderstanding can lead to headaches. As for collateral warranties, all too often contractors and sub-contractors sign such agreements without fully appreciating the implications. Requests that come to us often revolve around reviewing documents or assisting in reaching an understanding of what our clients are signing up to. We also help clients who are trying to shut the stable door after the horse has bolted! Our subcontractor clients don't want to be bound by greater terms than they originally signed up for… but they are.

In this regard, we are here to help. We have the knowledge of the law, both in statute and in case and, in our "Back to Basics" Autumn 2017 edition, we hope to share some of our knowledge with our readers. At the end of the day, understanding these issues can make the difference between a healthy profit and a "money pit" of loss and litigation.

We hope you'll find these articles both informative and enlightening. And remember, if you have any problems with any of these issues, just get in touch.

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Quigg Golden **INSIGHT**

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Round Two on the SCL Delay and Disruption Protocol

IS IT REALLY A CASE OF 'BETTER LATE THAN NEVER?' ASKS WILLIAM BROWN. IT MIGHT BE INEVITABLE, BUT IN THAT EVENTUALITY, FIRST, DOCUMENT AND, SECOND, ANALYSE.

Delays are the most cited source of construction claims and disputes and often play a contributing factor towards adversarial and fractured relationships between parties during and after a construction project. Due to different approaches used by engineers, quantity surveyors, project managers and lawyers, analysing delay situations can be complex in nature. The Society of Construction Law Delay and Disruption Protocol ('the Protocol') sought to resolve that.

The Protocol was published in October 2002 and provided a means by which parties could resolve matters pertaining to delay. Although the Protocol was not a statutory obligation for construction projects to adhere to, it endeavoured to establish common principles and approaches for the analysis of delay and disruption issues which affected construction projects. In February 2017, the Second Edition of the Protocol was published. Notable changes are highlighted in brief below.

Aside from encouraging contractors to maintain adequate records to demonstrate its existence, the First Edition provided no solid recommendation on issues pertaining to disruption. The Second Edition provides more guidance on this through the explanation of different methods available for disruption analysis. The subject of record keeping has been elaborated extensively in the new edition as compared to its prior edition. Most notably, a new core principle has been included on the submission and assessment of extension of time claims. This addition moves the Protocol away from the previous mentality of a 'wait and see' approach. The Second Edition also provides a more detailed overview on the various issues that should be taken into account when selecting a form of delay analysis and provides a specific spreadsheet to assist users in calculating head office overheads and profit.

Changes have been made to the Protocol to reflect industry opinions and critics believe that the Protocol will continue to be widely referenced as a guidance tool for analysing delay both in the UK and internationally. The Protocol is available at the link below.
https://www.scl.org.uk/resources/delay-disruption-protocol.

Any questions on the SCL Protocol, please get in touch with William Brown or David McNeice.

BIM there, Done that.

THE BUZZ WORD AROUND THE INDUSTRY AT THE MINUTE IS BIM. THE USE OF BIM, THE BENEFITS TO THE INDUSTRY AND HOW WE ALL NEED TO GET READY FOR IT. DAVID McNEICE LOOKS AT WHY WE HAVE NOT YET EMBRACED IT WHOLEHEARTEDLY IN THE UK.

I'm not going to preach about the pros, cons or technical benefits of using BIM, I feel these are well rehearsed, but rather look at the problems I come across advising clients in the UK on the legal aspects of BIM. With that in mind, this article seeks to look only at the practical legal implications of BIM and why we as an industry seem to not only have missed a trick in appropriating BIM industry wide, but what the underlying reasons for this are.

In brief, there appears to be a real hesitancy towards BIM and the proper usage and adoption of it. Why? BIM as a model is not next gen; it is well within our grasp and if we look towards our American cousins or works being carried out in South East Asia, the UK is significantly behind in our use and understanding of BIM. This is not to say the UK's infrastructure is not one of the best, it is, so why are we not using it as we should?

BIM as a management tool is what we should be striving towards. In terms of our procurement and contractual obligations and meeting governmental objectives, concentrating on innovation, collaboration and whole life costs, BIM should be at the forefront of construction.

SO, WHAT IS IT ABOUT BIM THAT WE DON'T WANT TO EMBRACE?

Well, in my experience, it falls into 4 main camps:

- Resourcing;
- Lack of incentive;

- Lack of understanding; and
- Fear of the unknown.

It is hard for these not to overlap, but each brings its own distinct stumbling block. These headings also have some overlap with specific legal principles.

The first, obvious issue of resourcing is well rehearsed and speaks for itself. Money is tight and companies, both public and private, may not be in a position now to fully endorse BIM the way they should. A lot of the problems that we are facing, however, are nothing more than perceived problems. People look at BIM as new technology or an unknown; this has led to a hesitancy to embrace it. This hesitancy is captured by issues of Public Procurement, how BIM is used in Contract, and a lack of understanding on Intellectual property / copyright issues.

IS PUBLIC PROCUREMENT A STUMBLING BLOCK FOR BIM?

One of the most obvious problems with BIM is that it is not endorsed from the top down. It is (or at least it should be) a public contract requirement, and there is a very strong argument that it should be the public sector itself that is encouraging or promoting the use of BIM (the hand that rocks the cradle and all that). Ultimately, if the public sector does not encourage or even require the use of BIM, what interest or need is there for contractors to actually spend time, money and resourcing in researching BIM or developing BIM departments.

"BIM is a good thing, but the Catch-22 of needing to understand BIM before we can use it (but not being able to use it because we don't understand it) is something that we as an industry need to resolve."

SO, WHY DOES THE PUBLIC SECTOR NOT ENDORSE BIM AS IT PROBABLY SHOULD?

From first-hand experience, it is not only a resourcing and knowledge issue (although this is a big part of it). If the client does not know about BIM, why would they want to base the award of a contract or the success of a project on something they do not understand themselves?

Of course, there is the obvious money issue that having a BIM project from the outset with no prior engagement or experience is going to cost money. Well, generally speaking this is untested and whenever there is a choice between "use something that might cost more money" or "tried and tested" it will always be the path of least resistance that is trod.

The flipside of this comes from the Reforms of Lord Young in respect of SME participation in procurement processes. Lord Young's Reforms went to the heart of encouraging the use and involvement of SMEs. What better way to exclude smaller companies that do not have the abilities to resource and research a new form of technology, than requiring it in your tender process. Therefore, the inclusion of BIM in contracts where an SME could genuinely and competitively tender, may be painting a target on the back of the contracting authority for a potential challenge.

WHAT ABOUT BIM UNDER CONTRACT?

One of the major problems we are coming across in practice is how BIM is actually being used in the Contract. It may be asked for at tender stage, the contract being awarded on that basis, and then in practice, BIM is not actually used at all.

The CIC protocol is, of course, a great start, but it is nothing more than a blank canvas on which to say, "so you are using BIM, now breathe life into the protocol". There is also a major failing on behalf of drafters of standard form contracts for not actually encouraging or endorsing the use of BIM. Of course, it is impossible to make sure what is being included as there is very rarely going to be a 'one size fits all' for how BIM should be used.

There is also hesitancy from specialist contractors not wanting to provide or submit information into the model as, after the project is complete or they have completed their term of contract, a competitor can gain access to all the information that has been put on the model by virtue of winning a contract. This is something that clients must address to allay fears and correct any misconception of "trade secrets" being released.

BIM is a good thing, but the Catch-22 of needing to understand BIM before we can use it (but not being able to use it because we don't understand it) is something that we as an industry need to resolve.

Any questions on BIM or how it affects you, please get in touch with David McNeice or James Golden.

ICE CIVIL ENGINEERING LAW AND CONTRACT MANAGEMENT COURSE

ice

Quigg Golden is once again running the prestigious ICE Law and Contract Management Course for the ICE across three venues in Maidstone, Dublin and Belfast. This study programme is a must for anyone involved in the legal or construction industry working with the standard forms of construction contract.

Half of the 25-session intensive course in Law and Contract Management, focuses largely on the NEC3 (with an introduction to the NEC4). It is essential learning for anyone involved in engineering, construction and NEC3 / 4 projects.

The remaining part of the course covers a wide variety of key topics, including Contract, Tort and Health & Safety Law, as well as an overview of the UK/Irish Legal System. An important, and ongoing, benefit of the course is the development of peer support networks.

The ICE Law and Contract Management course culminates in examinations held in June 2018 and Quigg Golden includes a revision and examination technique session as part of the course. In addition to providing a working practical knowledge of the NEC™ and relevant law, this course is the first step for those hoping to qualify as Arbitrators and Adjudicators.

Visit www.QuiggGolden.com for further details. To request a course leaflet and to book your place on this course, please contact Clare.Urquhart@Quigg-Golden.com.

Course Leader – David McNeice
Course Director – James Golden

Dublin
Course starts 24 January 2018

Belfast
Course starts 26 September 2017

Maidstone
Course starts 11 October 2017

Visit www.QuiggGolden.com for further details. To request a course leaflet or to book your space on this course, please contact Clare.Urquhart@QuiggGolden.com.

Payment Notice Adjudications

What are they and what do they mean for my business?

JOHN BELL OUTLINES THE APPLICATIONS OF PAYMENT NOTICE ADJUDICATIONS, A REMEDY THAT MANY CONTRACTORS ARE ONLY NOW STARTING TO ACCEPT AND USE, RECOGNISING ITS MERITS RATHER THAN ITS UNMERITED REPUTATION.

I want to begin this article by telling you the reader why I believe this matter is topical. In the last two weeks at Quigg Golden I, alone, have had three separate clients in different jurisdictions come to me with potential "Payment Notice Adjudications".

What are they, I hear you ask. A "Payment Notice Adjudication", refers to an adjudication that is brought for one side's failure to comply with the strict notice time limits set out in the "Act" as opposed to a "Substantive Adjudication", which looks at the substantive issues in dispute between two parties and is decided upon based on the law and the merits of each side's arguments.

"Payment Notice Adjudication" is not new, it has been around for quite some time, however, in our experience the vast majority of contractors and subcontractors do not realise that this remedy is available to them.

This form of adjudication has become unfairly known as a "smash and grab" adjudication in the construction industry. This is because the consequences for the payer not issuing the relevant notice on time is that the amount applied for by the party seeking payment becomes the default amount that must be paid. As such, this form of adjudication allows a party seeking payment to enforce same without a substantive deliberation on the facts of any dispute taking place, hence the name "smash and grab."

Despite the negative press this form of adjudication receives, it is an efficient and cost effective means of enforcing payment for smaller contractors and sub-contractors who do not have the financial resources to fight an expensive "Substantive Adjudication" based on all the facts of a dispute.

In providing an example of how the process works, I will use the Main Contractor, Sub-Contractor relationship; however, this example equally applies to the Employer, Main Contractor relationship.

The 'Act' provides that a construction contract must provide an adequate mechanism for determining what payments become due under the contract, when they become due and also provide a final date for payment. If the contract fails to provide adequate payment provisions then the Scheme for Construction Contracts and the time frames contained within apply.

The contract can either stipulate that the notice specifying the amount due, and the basis on which it is calculated, is to be given by either the Main Contractor or the Sub-Contractor. If the contract is silent on the matter then the Main Contractor is to issue the notice. This payment notice must be issued not later than 5 days after the payment due date.

If the Main Contractor should have issued a payment notice but did not, the Sub-Contractor may serve a notice at any time after the date upon which the payment notice should have been issued by the Main Contractor up until the final date for payment. This notice then becomes the notified sum (unless the Main Contractor issues a valid payless notice). The issue of this notice should be done immediately as the final date for payment is postponed for the period between the default by the Main Contractor and the issuing of the notice by Sub-Contractor.

If the contract permits the Sub-Contractor to make a payment application prior to the payment due date and the Main-Contractor fails to issue a valid payment notice or payless notice, then the amount specified in the Sub-Contractor's original application becomes the notified sum that the Main Contractor must pay.

If the Main Contractor intends on paying less than the sum requested then it must issue a payless notice at a prescribed period before the final date for payment (if the contract does not specify this period the Scheme dictates that it must be issued 7 days before the final date for payment). If the Main Contractor fails to issue a valid payless notice within the specified time, the notified sum that the payer must pay is the sum in the original application.

What does it mean for you as a Contractor or Subcontractor seeking payment? It means that if you issued an interim payment application and did not receive a valid payment notice or payless notice (setting out the basis on which the payer calculated the lesser sum) within the relevant period, you may be entitled to claim the amount specified in your interim payment application by way of a "Payment Notice Adjudication".

What is the advantage of this type of adjudication over a "Substantive Adjudication", you may ask. Put simply, cost is the big difference, it is much cheaper to bring a "Payment Notice Adjudication" than a substantive one.

Therefore, if you have a payment dispute and you think that the payer has not complied with his obligations under the "Act", what is your first step to recovering money? Firstly, assess the dispute and the likelihood of success at any substantive adjudication based on the merits of the case, having sought the appropriate legal advice. Then look to see if the avenue of a "Payment Notice Adjudication" is open to you by assessing whether the correct payment procedures have been followed based on the forgoing information and decide which form of adjudication best suits your needs having regard to the circumstances of the case including the quantum involved, the strength and weaknesses of any substantive arguments and finally by looking to whether payment procedures have been complied with.

Any questions on your rights under the HGCRA or the Construction Order (NI), please contact John Bell or Edward Quigg.

"This form of adjudication has become unfairly known as a "smash and grab" adjudication in the construction industry."

Avoiding Collateral Damage

LAHIRU ELVITIGALA OUTLINES THE WHAT, WHY AND WHEREFORE OF COLLATERAL WARRANTIES, HIGHLIGHTING THE POTENTIAL BENEFITS AND PITFALLS TO AVOID.

Over the last few months I have been approached by a number of Sub-Contractors asking the same question: "Why do I need to sign up to this collateral warranty?" This is usually followed up with: "Oh, and what exactly is a collateral warranty?" This is a problem I see time and again, and stems from a lack of understanding of what a collateral warranty really is.

Most of our subbie clients face the same dilemma; works are underway in the project when out of the blue, a Contractor turns up with a collateral warranty and demands that the Sub-Contractor signs it as soon as possible, with threat of non-payment being bandied around. More often than not, the collateral warranty is signed and the Sub-Contractor has unknowingly extended his obligations in the project.

This article seeks to shed some light on what collateral warranties actually are and to help you understand what you are exactly signing up to.

WHAT IS A COLLATERAL WARRANTY?

Professionals involved in the construction industry are aware of the traditional contractual relationship which exists in most construction projects. The Employer has a contract in place with the Contractor and the Contractor, in turn, with any Sub-Contractors. This structure, however, leaves the Employer with no direct contractual relationship with the Sub-Contractor, which could result in a number of issues during and after construction.

A collateral warranty can fix this issue. There are different variations of collateral warranties but in essence, it is the contract between a:

a) Third party, such as a Purchaser, Tenant or Funder with an interest in the project ("the Beneficiary") and a

b) Contractor, Consultant or Sub-Contractor ("the Warrantor")

working on a construction project. The collateral warranty provides the Beneficiary the right to rely on the performance or promise of performance given by the Warrantor, and to have a means of recourse against the Warrantor if there is an issue with the work.

WHY DO EMPLOYERS WANT A COLLATERAL WARRANTY?

The main reason is because the Employer wishes to have a direct contractual relationship in place with the Subcontractor. This would prove to be extremely useful in instances where the Contractor becomes insolvent, and which leaves the Employer with no direct contractual link from which to seek damages from the Sub-Contractor. The Employer could find himself with a half-built project with no way to complete it, with the existing Sub-Contractor having no contractual right to demand payment outstanding. This is where collateral warranties can be effective.

Further to this, depending on the wording and timing of the warranty, the warranty could also be considered to be a construction contract and thus could be subjected to adjudication under the Housing Grants, Construction and Regeneration Act 1996 for England and Wales and the Construction Contracts (Northern Ireland) Order 1997 for Northern Ireland.

There have been remarkably few legal disputes involving collateral warranties to date. The Scottish Widows Services -v- Building Design Partnership (2012) demonstrated to practitioners that it would be difficult for a Contractor or Consultant to argue that a party who has the benefit of a warranty is not entitled to bring forth a claim for losses caused by defects.

CURRENT MENTALITY ON COLLATERAL WARRANTIES

It is alarming how often we discover that professionals are unaware of what collateral warranties actually are, why they are needed (if at all) and what they should or should not entail. Any subbie or consultant should remember that, whilst a collateral warranty might extend the number of parties from whom he might be "at risk", it should not extend his level of risk. Furthermore, the strength of a collateral warranty is only as strong as its underlying contract (main contract or sub-contract) from which it has derived.

TIPS

So, here are some pointers on what you should be looking for, before signing a collateral warranty.

The first question a Warrantor should ask is, "Am I obliged to provide one?" Whilst it is common place for building contracts or appointments to include express obligations for the provision of collateral warranties, this is not always the case. By providing a collateral warranty that did not have to be provided, the Warrantor is merely exposing himself to risk that he might not necessarily be required to. Quite often, we will see "requests" for warranties to be provided late in the day. A request might not be an obligation so always think before just giving.

The Warrantor should also ensure that the collateral warranty does not extend his liabil-

"Works are underway in the project when out of the blue, a Contractor turns up with a collateral warranty and demands that the Sub-Contractor signs it as soon as possible, with threat of non-payment being bandied around."

ity and contractual obligations. If, for example, the scope of the works extends only to construction, ensure that the collateral warranty does not seek to impose responsibility for somebody else's design obligations.

The Warrantor can ensure that he is safeguarded in a collateral warranty through the inclusion of a number of provisions. One such provision is the "no greater liability" clause. This sets out that the Warrantor cannot owe the Beneficiary a greater duty than it would owe under its appointment with the Employer.

The Warrantor can also benefit from the inclusion of a Net Contribution Clause. This type of clause can help dilute the Warrantor's liability such that the Warrantor's liability can be limited to an amount that is fairly and reasonably attributable to its level of culpability. The Warrantor can also seek that there is a liability cap in the collateral warranty, perhaps both in time for taking claims and monetary level of exposure.

Aside from the above provisions which the Warrantor can use to his advantage, the Beneficiary can also include provisions which would be rather common in collateral warranties. One such provision is the Step In Rights which provides a right for the Beneficiary to step in place of the Employer/Contractor in a project. This provides some security that the project will continue despite the removal of such party.

DON'T FORGET!

As stated earlier, the collateral warranty is a child of the underlying contract so be aware of the contractual provisions dealing with them at the outset. Quite often their provision can be made a pre-condition to payment or more worryingly, cleverly drafted power of attorney provisions can afford Employers to effectively execute them on your behalf. This should be avoided at all costs.

FINAL THOUGHTS

Arranging and understanding collateral warranties can be hugely time consuming. Many involved in the construction industry are not fans of collateral warranties due to this reason. However, for Beneficiaries who are spending money and resources for such projects, a collateral warranty could prove to be extremely valuable if executed properly and so they are likely to be around for some time to come.

This is only a concise overview of the background and nature of collateral warranties, but hopefully this article will have given you a deeper insight of what they really are. If you're in a situation where you are not certain about a collateral warranty that has been handed over to you, don't be afraid to give Kenny Caldwell or Stefan Berry a call about it. Quigg Golden are specialists in deciphering collateral warranties and we will highlight the risks (and possibly additional obligations) in signing such a collateral warranty.

Any questions on collateral warranties and what they mean to your business, please contact Kenny Caldwell or John Dunlop.

Letters of Intent

STEFAN BERRY PROVIDES AN OVERVIEW OF THE LEGAL IMPLICATIONS OF USING LETTERS OF INTENT, SETTING OUT THE RISKS AND THE POTENTIAL ADVANTAGES USING A LETTER OF INTENT ("LoI") CAN HAVE FOR BOTH EMPLOYERS AND CONTRACTORS.

Over the past month I have had several queries from clients regarding LoIs. These queries have ranged from minor clarifications to potentially serious issues. The construction industry's affinity, or problem, depending on your perspective, regarding LoIs is very understandable. Often in projects there are items with long lead times to be ordered or preparatory work that needs to take place. Given the length of time full contract negotiations can take, the use of a LoI as a stop gap can be a commercially sensible action. However, they can lead to headaches through either misuse or misunderstanding of the potential legal ramifications. All parties to construction contracts and using LoIs should heed the words of Lord Clark in RTS Flexible Systems v Molkerei Alois Muller about the:

"Perils of beginning work without agreeing the precise basis on upon which it is to be done. The moral of the story is to agree first and start work later."

'Letter of intent' as a name does not hold any legal significance and can be used to describe any pre-contractual document which indicates an intention to enter into a contract and generally asks the contractor (or sub-contractor) to begin some aspects of the works or design prior to full agreement and execution of the contract. LoI generally fall into three categories:

1. Non-binding statements of intention (category 1);
2. Interim contract containing its own terms (category 2); or
3. A final contract i.e. a construction contract in its own right (category 3).

The first step in establishing what category your, or any, particular LoI falls into is to establish whether or not it is binding. This means establishing to what extent the LoI may be a contract. This will largely be determined by assessing the specific language of, and communications around, the LoI. As a result, there is no one set of rules, nor a conclusive checklist, that can be used to determine whether a particular LoI is definitely binding. Key features however to look for in determining whether the LoI is binding are:

1. Does the LoI require the contractor of subcontrator to carry out some aspect of work e.g. preparatory work?
2. Does the LoI provide for payment of this work i.e. is the employer or contrac tor promising to pay for the preparatory work, or aspects of it?
3. Does the LoI expressly outline that it is not intended to create legal relations, for instance, has it been marked subject to contract?

If it is not clear whether any work is required as a result of a LoI, there is no provision for payment and it is marked 'subject to contract' or it outlines that the LoI does not form a contract then it is likely a LoI will fall into category 1 and not be binding on either party. Given this type of LoI is not binding on either party it allows flexibility as the contractor may walk away at any point without notice and similarly the employer can instruct the contractor to stop work at any point. There is also an equal amount of uncertainty and risk regarding, for instance, the time to complete the works, site access, control over materials, relationships with third parties or liability for defects. Furthermore, under this type of LoI payment is likely only due on a quantum meruit basis i.e. fair payment for the work done. Quantum meruit however, requires the employer to have had the benefit of the work. If for instance, a contractor was completing an element of design under a LoI, if the employer instructs the contractor to stop working under the LoI prior to the aspect of design being completed and without the work thus far being provided to the employer it is unlikely the contractor will be due payment at all. Furthermore, given this category of LoI isn't a contract there will be no right for a dispute to be referred to adjudication.

A LoI will fall into category 2 if it appears to be binding based on the above criteria but has an expiry date for parties to have executed a final contract by or a cap on how much can become due for payment under the LoI. This is a LoI which is binding for an interim period at which point either party can legally walk away from the project if they wish, if say, it is clearly not commercially viable, or agreement cannot be reached in an aspect of the contract. Employers or contractors that are sub-contracting under a LoI should ensure that any LoIs falling into this category do include a cap on the amount to become due to ensure they do not become due to pay unexpected amounts. Key though is the actions of the parties following the expiry of the LoI if they continue to proceed with the works. The parties may either be deemed to have entered into any contract they have been negotiating or the work proceeds with no contract at all and therefore there will be no liability for defects or delay etc.

A category 3 LoI is a construction contract in its own right. It may due to the content of the letter incorporate terms, such as NEC3 Option A or a JCT D&B by reference. Despite the formal execution provisions in those contracts it may be determined that the parties are taken to have set aside a need for these formal execution

"The first step in establishing what category your, or any, particular LoI falls into is to establish whether or not it is binding. This means establishing to what extent the LoI may be a contract. This will largely be determined by assessing the specific language of, and communications around, the LoI."

requirements. A contract will not however fall into category 3 where any of the following are present:

1. A lack of agreement in a manner that the parties consider necessary or might objectively consider necessary or the final contract;
2. Continuing negotiation on factors that are material such as scope of the works, contract price or date or period for completion; or
3. There is an element in the letter which is inconsistent with the incorporation of standard terms, or there is a clear pre-condition set out for conclusion of the final contract which is not yet been met.

Given however the strict formal requirements for executing documents as a deed, the LoI or referenced form of contract and as a result the period of liability under the contract will only be 6 years.

Our overall recommendation is generally that there is no substitute for a properly drafted contract accurately reflecting the agreement between the parties to a project, often ambiguity breeds dispute. Where a LoI is used though, it should be drafted to fit into the most appropriate category for the project, to ensure the appropriate risks can be managed.

Any questions on what it means to sign up to a Letter of Intenet, please contact David McNeice or Kenny Caldwell.

"Perils of beginning work without agreeing the precise basis on upon which it is to be done. The moral of the story is to agree first and start work later."

NEC 3 / 4 Workshops: We want to hear from YOU!

Various dates in September, October & November

LONDON, MAIDSTONE & BELFAST

Quigg Golden are hosting a series of workshops to gauge users experiences on NEC3 & the changes to 4. Come and have your say. Limited spaces available.

See QuiggGolden.com for dates & venues.

What's in store with NEC4

Thursday 28 September 2017

BELFAST

Presented by James Golden, this seminar is a must for all those working with NEC4. James Golden is a Director, Adjudicator and Barrister. He has been at the forefront of the use of the NEC3 suite of contracts since 1993 and is expertly positioned to analyse the implications of NEC4.

Tendering for success: Assessing and Evaluating Tenders

Tuesday 24 October 2017

GALWAY

In this seminar, we will discuss how to assess and evaluate tenders, from the initial selection of assessors through to how to deal with unsuccessful tenderers. All those involved in tendering and those in receipt of tender documents and quotations will find this seminar invaluable.

Collateral Warranties: What are you signing up to?

Tuesday 24 October 2017

GALWAY

Collateral warranties can be extensive and are often bespoke; so how do you know what you are signing up to? This seminar is a must for all members of the supply chain and main contractors being asked to enter into collateral warranties.

Anatomy of a Procurement Challenge

Wednesday 20 September 2017

MAIDSTONE

This seminar shall cover the new rules under the Public Contract Regulations 2015 and what the impact of these will be on Contracting Authorities and unsuccessful tenderers.

How to get paid: Your Contract and the Act

Thursday 26 October 2017

MAIDSTONE

This seminar looks at the contractual mechanisms and statutory frameworks in place that will allow contractors and subcontractors to best protect themselves, and ensure that payment be made on time and that recovery is guaranteed.

Quigg Golden's Great Escape

For this year's Summer Training Day, we ventured to the Belfast Escape Rooms and attempted to foil Major Plott's twisted plan against the clock.

Quigg Golden was split into teams and locked in separate rooms with only their wits to help them (and a couple of clues). Team building at its best!

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