
Graduate Certificate in Construction Law (United Kingdom)

Adjudication Procedure

Adjudication Procedure refers to a fast and inexpensive process of resolving construction disputes in the United Kingdom, introduced by the Housing Grants, Construction and Regeneration Act 1996. This procedure allows parties to refer their disputes to an independent adjudicator, who makes a binding decision. The adjudication procedure is typically used to resolve disputes related to payment, time, and quality of work.

Adjudicator's Decision is a binding decision made by the adjudicator, which is enforceable unless it is challenged in court or revised through arbitration. The adjudicator's decision is usually made within a short period, typically 28 days, and is based on the documents and evidence submitted by the parties.

Alternative Dispute Resolution (ADR) refers to a range of processes used to resolve disputes without going to court. ADR includes methods such as mediation, arbitration, and negotiation, which can be used to resolve construction disputes in a cost-effective and efficient manner.

Arbitration is a formal process of resolving disputes, where an independent arbitrator or a panel of arbitrators makes a binding decision. Arbitration is often used to resolve complex construction disputes, and the decision made by the arbitrator is final and enforceable.

Building Information Modelling (BIM) is a digital process of creating and managing building data during its life-cycle. BIM involves the use of software tools to create a detailed digital model of the building, which can be used to manage and coordinate the construction process.

Certification is the process of issuing a certificate to confirm that a building or a construction project meets the required standards and regulations. Certification is often carried out by a third-party organization, such as a local authority or a professional body.

Claim is a formal request made by a party to a construction project for compensation or relief due to a breach of contract or a delay in the project. Claims can be made for a variety of reasons, including delay, disruption, and defects in the work.

Common Law is a body of law that is based on custom and precedent, rather than on statute. Common law is often used to interpret and apply the terms of a construction contract, and can be used to resolve disputes that are not covered by the contract or by statute.

Construction Contract is a written agreement between a client and a contractor that outlines the terms and conditions of a construction project. The contract typically includes provisions for payment, time, and quality of work, as well as dispute resolution procedures.

Construction Law is a body of law that governs the construction industry, including the rights and obligations of parties to a construction project. Construction law covers a wide range of topics, including

contract law, tort law, and property law.

Contract Administration is the process of managing and administering a construction contract, including the preparation of documents, the management of claims, and the resolution of disputes. Contract administration is often carried out by a contract administrator or a project manager.

Contractor is a party to a construction contract who is responsible for carrying out the work on a project. The contractor is often a company or a partnership, and may subcontract some or all of the work to other parties.

Damages is a form of compensation that is awarded to a party who has suffered a loss or a harm as a result of a breach of contract or a tort. Damages can be awarded for a variety of reasons, including delay, disruption, and defects in the work.

Delay is a failure to complete a construction project on time, which can result in losses and damages to the client and other parties. Delay can be caused by a variety of factors, including weather, site conditions, and design changes.

Design is the process of creating a plan or a model for a construction project, including the preparation of drawings and specifications. Design is often carried out by an architect or an engineer, and can be a critical factor in the success of a project.

Dispute is a difference of opinion or a conflict between parties to a construction project, which can result in delay, cost overruns, and damage to relationships. Disputes can arise from a variety of sources, including contract interpretation, payment disputes, and defects in the work.

Dispute Resolution is the process of resolving a dispute between parties to a construction project, which can involve a range of techniques and procedures, including negotiation, mediation, and arbitration. Dispute resolution is often a critical factor in the success of a project.

Employer is a party to a construction contract who is responsible for engaging a contractor to carry out the work on a project. The employer is often a client or a developer, and may have a significant amount of influence over the project.

Extension of Time (EOT) is a request made by a contractor for an extension of the time available to complete a construction project, which can be made due to a variety of reasons, including delay, disruption, and changes to the work.

Force Majeure is a clause in a construction contract that excuses a party from performing their obligations under the contract due to unforeseen and unavoidable events, such as natural disasters or war.

Housing Grants, Construction and Regeneration Act 1996 is a statute that regulates the construction industry in the United Kingdom, including the payment terms and the adjudication procedure. The act introduced a range of provisions to improve the efficiency and fairness of the construction industry.

Latent Defect is a defect in a construction project that is not apparent at the time of completion, but which

becomes apparent at a later date. Latent defects can be difficult to detect and can result in significant costs and delays.

Liquidated Damages is a provision in a construction contract that specifies the amount of damages that will be payable in the event of a breach of contract or a delay in the project. Liquidated damages can be used to compensate the client for losses and damages resulting from the breach.

Mediation is a form of alternative dispute resolution that involves the use of a neutral third party to facilitate a negotiation between the parties in dispute. Mediation can be a cost-effective and efficient way to resolve disputes, and can be used in a variety of contexts, including construction disputes.

Negotiation is a process of discussion and agreement between parties to a construction contract, which can be used to resolve disputes and to agree on the terms of a contract. Negotiation can be a cost-effective and efficient way to resolve disputes, and can be used in a variety of contexts, including construction disputes.

Notice is a formal communication that is given by one party to another party to a construction contract, which can be used to notify the other party of a breach of contract or a delay in the project. Notice can be given in a variety of forms, including a letter or an email.

Payment is the process of making a payment to a contractor or a supplier for work carried out or materials supplied, which is a critical aspect of a construction project. Payment can be made in a variety of forms, including a lump sum or a series of installments.

Payment Notice is a formal communication that is given by a payer to a payee to notify them of the amount of payment that will be made, which is a requirement of the Housing Grants, Construction and Regeneration Act 1996.

Practical Completion is the stage of a construction project when the work is substantially complete, but some minor works may still be outstanding. Practical completion is often used as a trigger for the payment of retention monies and the expiration of the defects liability period.

Professional Negligence is a failure by a professional to exercise the skill and care that is expected of them, which can result in losses and damages to the client and other parties. Professional negligence can be difficult to prove and can result in significant costs and delays.

Project Manager is a person who is responsible for managing and coordinating a construction project, including the preparation of documents, the management of claims, and the resolution of disputes. The project manager is often a key figure in the success of a project.

Quantum is the amount of money that is claimable by a party to a construction contract, which can be used to compensate the party for losses and damages resulting from a breach of contract or a delay in the project.

Retention is a percentage of the contract sum that is withheld by the employer until the completion of the project and the expiration of the defects liability period, which is a common practice in the construction industry.

Scheme for Construction Contracts is a statutory scheme that provides a framework for the adjudication of construction disputes, which is a requirement of the Housing Grants, Construction and Regeneration Act 1996. The scheme sets out the procedures for the adjudication of disputes, including the appointment of an adjudicator and the conduct of the adjudication procedure.

Subcontractor is a party who is engaged by a contractor to carry out some or all of the work on a construction project, which can be used to allocate risk and responsibility for the work. Subcontractors can be responsible for a variety of tasks, including design, construction, and installation.

Termination is the process of bringing a construction contract to an end, which can be done for a variety of reasons, including breach of contract, insolvency, or abandonment of the project. Termination can have significant consequences for the parties to the contract, including losses and damages.

Tort is a civil wrong that is committed by one party against another party, which can result in losses and damages to the injured party. Tort can be used to claim compensation for a variety of reasons, including negligence, nuisance, and trespass.

Variation is a change to the work or the contract that is made during the course of a construction project, which can be used to reflect changes in the design, the specifications, or the programme of work. Variations can be valuable or cost-neutral, and can be used to allocate risk and responsibility for the work.

Without Prejudice is a phrase that is used to indicate that a communication or a discussion is being made on a without prejudice basis, which means that it cannot be used as evidence in a court of law or in an arbitration hearing. Without prejudice communications can be used to facilitate settlement negotiations and to resolve disputes.