

Construction Update September 2017

Published 5 September 2017

Adjudication Adviser

- "Smash and grab": In ICI v Merit - provides some notable commentary on these types of adjudications, where one party fails to issue a payment notice
- Winding up petitions: In Breyer - the Court confirmed that winding up petitions were not appropriate to recover certified sums
- Adjudication "Responses": In Mailbox v GT - the Court provided useful guidance as to what may be included in a Response to a Referral
- Service issues: In Lobo - the Court provided guidance as to what is good service in an adjudication

Construction Risks

- A reminder to employers of the importance of carrying out a proper assessment of sums due: In Leslie v Farrar Construction Ltd [2017] EWCA Civ 1041
- Construction Professionals: The existence of a duty of care where there is no underlying contract in Lejonvam v Burgess [2017] BLR 277
- Interpretation of fitness for purpose obligations under Design and Build contracts: In 125 OBS (Nominees1) v Lend Lease Construction (Europe) Ltd [2017] EWHC 25 (TCC)
- Supreme Court - subrogation between joint insureds: In Gard Marine & Energy Ltd v China National Chartering Co Ltd
- Northern Irish High Court sheds significant light on how to assess compensation events under an NEC 3 contract: In Northern Ireland Housing Executive v Healthy Buildings (Ireland) Ltd [2017] NIQB 43
- The Court of Appeal finds that an exclusion clause in an engineering services contract excludes liability for failing to identify and report on asbestos at a site: In Persimmon Homes Ltd and others v Ove Arup & Partners Ltd and another [2017] EWCA Civ 373
- Who benefits when a party's mitigation of its loss leads to a profit? In Globalia Business Travel S.A.U. (formerly TravelPlan S.A.U.) of Spain v Fulton Shipping Inc of Panama [2017] UKSC 43.
- NEC4 - "evolution not revolution" This article sets out what you need to know about the changes in the new suite of NEC4 contracts published on 22 June 2017, and how to negotiate and operate under NEC4.
- Allocation of Risk and Fitness Purpose revisited by the Supreme Court: MT Højgaard A/S v E.ON Climate and Renewables UK Robin Rigg East Limited
- The common scenario: In IMI Kynoch Limited and others v. Delta Limited and others - the Court of Appeal considers what happens when a contractor settles with an employer
- Construction News

Authors



Mark Roach

London - Walbrook
+44 (0)20 7894 6314
mroach@dacbeachcroft.com