The new NEC4 contract suite will be published in June 2017. It builds upon the success of NEC3 contracts, which have had a transformative effect on the construction industry since their introduction 12 years ago.

The launch of NEC4 reflects continuing evolution of industry practice while retaining the proven and unique NEC processes for collaboration, fair dealing and good project management. The contracts have been updated and streamlined following feedback from the industry, evolving government priorities and emerging best practice.

Two brand new contracts have been added to the suite – the NEC4 Design, Build and Operate Contract (DBO) and the consultative NEC4 Alliance Contract (ALC). The result is a contract suite with improved flexibility, clarity and ease of use. Whether supplying high-value goods or low-risk items, NEC4 enables users to deliver projects on time, on budget and to the highest standards.

Potential benefits of NEC4

Key benefits of NEC4 include:

- streamlined processes and updated definitions
- improved contract administration and reduced administration costs
- greater clarity and reduced potential for problems
- provision for building information modelling and early contractor involvement
- improved risk opportunity and risk management.

According to Matthew Garratt, NEC consultant and Costain commercial director for Thames Tideway Tunnel project, ‘It has been 12 years since NEC3 was published, and the publication of NEC4 responds to demand from users to continue to improve the way that their projects and work programmes are delivered.

‘NEC4 supports the on-going drive towards further collaboration and integration of teams, use of modern work methods, avoidance of disputes, and identification and management of both risk and opportunity for a successful outcome.’

Beth West, commercial director of High Speed Two and chair of the NEC Users’ Group comments, ‘Procurement methods need to keep evolving and improving to support the ways in which the construction industry itself is developing. The extended and streamlined NEC4 suite is a perfect example of this. It puts the core NEC principles of collaboration and open communication into a wider range of structural contracts, helping to achieve consistent positive behaviours across an even bigger variety of projects and programmes.’

NEC4 contract suite

The NEC4 contract suite consists of the following new and updated contracts:

- NEC4 Dispute Resolution Service Contract (DRSC) (previously NEC3 Adjudicator’s Contract)
- NEC4 Design, Build and Operate Contract (DBO)
- NEC4 Engineering and Construction Contract (ECC)
- NEC4 Engineering and Construction Subcontract (ECS)
- NEC4 Engineering and Construction Short Contract (ECSC)
- NEC4 Engineering and Construction Short Subcontract (ECSS)
- NEC4 Framework Contract (FC)
- NEC4 Professional Service Contract (PSC)
- NEC4 Professional Service Short Contract (PSSC)
- NEC4 Supply Contract (SC)
- NEC4 Supply Short Contract (SSC)
- NEC4 Term Service Contract (TSC)
- NEC4 Term Service Short Contract (TSSC)
- NEC4 Alliance Contract (ALC) (consultative version, not included in the June 2017 suite).

This special issue of the NEC Users’ Group newsletter introduces the new contracts as well as the guidance documents that will accompany them. It also reviews the legal and insurance issues of NEC4 and provides details of the forthcoming NEC4 launch webinar and seminar.

For further information please visit the NEC website neccontract.com/nec4-products. A 10% discount on paperbound contracts is available to users if pre-ordered with the code NEC4PRE.

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New NEC4 Design, Build and Operate Contract

ROSS HAYES, RICHARD PATTERSON AND BARRY TREBES, NEC4 DRAFTERS

NEC4 brings a new addition to the NEC family of contracts: NEC4 Design, Build and Operate Contract (DBO). It has been added to the suite of contracts in response to the increasing demand for contracts extending into the operational phase.

The demand is coming both from UK clients and from international funding agencies, such as the World Bank and the Asian Development Bank (ADB). In 2015 ADB commissioned NEC to draft a consultative DBO contract, the feedback from which has helped to shape the NEC4 version.

It also aligns with the UK government’s commitment to ‘soft landings’, in which designers and constructors are involved with projects at least three years after construction completion to ensure a smoother handover to the operator.

New and existing assets

The new DBO contract is not only intended for the ‘traditional’ DBO approach, where the client requires a new facility or asset to be designed, constructed and then operated by a contractor. It is also available for situations where a client wants to have an existing facility or asset operated by the contractor while it is being upgraded or extended.

In such situations, the timing of the design and construction phase would normally be stated by the client, but may be determined by the contractor – which will undertake the work at a point to suit the performance requirements of the overall service.

The new DBO contract provides for option A (priced contract with price list), option C (target contract with price list) and option E (reimbursable contract).

Focus on operational needs

The contract starts with the operational and service requirements of the client and then integrates the new or replacement asset to reflect the way that the operation has been specified.

Perhaps even more than other contracts, the development of the client’s requirements and specification in the scope will be crucial to the understanding, use and success of the contract.

Greater role for contractor

All the standard NEC provisions for communications, early warning and compensation events are retained along with some other features added in the NEC4 suite.

The management of the work through plans and programmes for the construction and operation phases are still important.

Recognising the greater involvement and responsibility of the DBO contractor in the operational phase, the contract has a lighter touch than some standard NEC design and build options.

Incentives and productivity

A key issue for the client is identifying and incentivising performance and productivity of the operational phase. This may be through rewards. In the UK and internationally, most notably Australia, alliances have delivered better outcomes for both clients and suppliers, with increased efficiency and fewer disputes.

Incentives and productivity options together into one schedule for use.

The potential benefit of using the new ALC is for clients wanting a single contract with a number of participants.

New NEC4 Alliance Contract

MATTHEW GARRATT AND IAN HEAPHY, NEC4 CONTRACT BOARD MEMBERS

The construction industry is continually being challenged to deliver improvements in the outcome of projects and programmes of work. Collaboration and better integration of teams are seen as ways to achieve this.

NEC has been at the forefront of the process, creating a suite of contracts that allow all members of the supply chain to be engaged on similar terms and conditions.

Moving towards alliancing

Demand for better integration of teams continues – particularly for large, highly complex projects and programmes. In these situations, some clients have adopted a fully integrated delivery model known as an ‘alliance’. An alliance is where the client and key members of the supply chain are engaged under a single multi-party contract with shared objectives, risks and rewards. In the UK and internationally, most notably Australia, alliances have delivered better outcomes for both clients and suppliers, with increased efficiency and fewer disputes.

In 2015 the UK government advisory body Infrastructure UK published Improving Infrastructure Delivery: Alliancing Code of Practice. This said there was a clear business case for using alliancing as a procurement route, with increased efficiency being delivered through behavioural and cultural change.

New NEC4 Alliance Contract

Existing NEC contracts are bi-party arrangements. An alliance arrangement can be overlaid, such as by using secondary option X12. Last year NEC worked with the UK Infrastructure Client Group to publish Guidance on implementing alliancing using NEC3 contracts.

NEC users have requested the development of a distinct alliancing form in which all participants are engaged under a single multi-party contract. This has led to development of the new NEC4 Alliance Contract (ALC), which will initially be published in consultative form to allow industry feedback.

The basis of the contract is that all parties work together in achieving client objectives, and share in the risks and benefits of doing so.

The new ALC is therefore very different from other contracts in the NEC4 suite. However, it follows where possible the same principles and structure of other NEC contracts with familiar provisions, proactive management processes and terminology.

Benefits to users

The potential benefit of using the new ALC is a much deeper collaboration between all project participants, bound by common interests and
Changes in NEC4 works contracts

The new works contracts are the NEC4 Engineering and Construction Contract (ECC), the NEC4 Engineering and Construction Subcontract (ECS), the NEC4 Engineering and Construction Short Contract (ECSC) and the NEC4 Engineering and Construction Short Subcontract (ECSS).

This article looks at the main changes and new provisions in the ECC and ECS, followed by a specific change in the shorter versions.

The changes have been designed to support the on-going drive for further collaboration and integration of teams, greater use of modern work methods, better avoidance of disputes and more effective identification and management of risk and opportunity – all of which will help lead to more successful outcomes.

ECC and ECS

There have been key changes to provisions in the ECC and ECS, as follows.

- Early warning provisions – the ‘Risk Register’ has been re-named the ‘Early Warning Register’ to distinguish it from the project risk register often used for wider project management purposes. There are now default periods for early warning meetings.
- Programming changes – there are new ‘dividing date’ provisions similar to those used in compensation events. New provisions provide for ‘treated acceptance’ of the contractor’s programme in situations where the project manager does not respond to a programme issued by the contractor for acceptance, or to a reminder. This is to unlock the impasse which can sometimes occur.
- Terms standardised – ‘Employer’ becomes ‘Client’, and ‘Works Information’ becomes ‘Scope’.

There are also some important new provisions in ECC and ECS to help promote collaboration, as follows.

- Identifying opportunities – an additional procedure includes the identification of opportunities by either party. These are discussed jointly and the contractor can share in the cost savings of opportunities that it identifies.
- Early contractor involvement – this is now included as a secondary option, based upon the clauses published by NEC in 2015.
- Supporting information modelling – a new secondary option is added specifically to support the use of information models and digital engineering models. This requires the contractor to provide an information model execution plan either for incorporation in the contract from the outset, or within a period defined by the client.
- Dispute negotiation – a 4 week period for escalation and negotiation of a dispute has been introduced, which takes place prior to commencing any formal proceedings. This requires nominated senior representatives of each party to meet and try to reach a negotiated solution.
- Dispute avoidance – the works contracts now include a dispute avoidance option W3 which can be used if the UK Housing, Grants, Construction and Regeneration Act does not apply. This is to refer any dispute to a dispute avoidance board. The benefit of this new option is to encourage and support the parties in resolving any potential dispute consensually, and to support users who wish to use this facility on their projects.
- Financial agreement – for payment applications and final accounts, there are now procedures aimed at reaching agreement on the final amounts due. Provisions have been introduced to the cost-based contracts (main options C, D and E) that allow the contractor to instigate a review and acceptance of its defined cost by the project manager, upon request. This encourages checking and agreement of defined cost and disallowed cost progressively as the work proceeds, and not to defer the exercise until the project has been completed.

Other new and changed provisions in ECC and ECS include the following.

- Collaboration – in secondary option X12, ‘Partnerring’ has been changed to ‘Collaboration’ better to reflect the intent.
- Retention – the secondary option X16 for retention now includes the optional provision of a retention bond instead of having money retained.
- Confidentiality – a new core clause deals with confidentiality, restricting the disclosure of project information.
- Communication – the use of a communication system, including an electronic one, are recognised through amended clause 13.2, and if required is defined in the scope.

‘The changes have been designed to support the on-going drive for further collaboration and integration of teams’

- Quality – section 4 quality management provisions introduce a requirement for the contractor to prepare and issue a quality management system and a plan.
- Schedules of cost components – some changes have been made to simplify the schedules of cost components and associated contract data inputs. The ‘Schedule of Cost Components’ is used only for main options C, D and E and the ‘Short Schedule of Cost Components’ has been removed from these contracts. The short schedule is now used exclusively in options A and B and only to assess compensation events. It adopts a pre-priced approach for people cost to replace the previous cost-based approach.
- Fee percentage – there is now only one fee percentage, with no separate fee percentage for subcontracted works. The application of fee to defined cost is consistent across all main options.

ECSC and ECSS

A number of the above ECC and ECS changes have been passed through to the ECSC and ECSS.

The main change specific to the ECSC and ECSS is that the compensation event procedure has been simplified and shortened.
Changes to NEC4 service contracts

ROSS HAYES AND BEN WALKER NEC4 DRAFTERS

With NEC4 comes change to all the service contracts.

The new service contracts are the NEC4 Term Service Contract (TSC), the NEC4 Term Service Short Contract (TSSC), the NEC4 Professional Service Contract (PSC), the NEC4 Professional Service Short Contract (PSSC) and the new NEC4 Dispute Resolution Service Contract (DRSC – based on the NEC3 Adjudicator’s Contract).

Since the service contracts have been changed in the same way as all contracts in the NEC4 family, there are a number of changes in common with those in the works and supply forms. This inculdes standardisation of terms, with ‘Employer’ becoming ‘Client’ and ‘Service Information’ becoming ‘Scope’.

Other changes in the NEC4 TSC and NEC4 PSC make the total changes arguably more significant. This article looks at the specific changes to the service contracts.

TSC

The principal changes specific in the NEC4 TSC compared to the NEC3 version are as follows.

- Service manager instructions – NEC3 acknowledged changes to the affected property could occur, but in NEC4 the service manager may instruct them. This will be useful where the extent of a client’s asset fluctuates, for example increases in numbers of houses for housing associations or new roads for highway authorities.
- Task orders – NEC4 reinforces the intended purpose of task orders with clearer distinction over how instructions changing the scope, task orders and ‘call off’ against existing scope work in combination.
- Accepted plan and task order programmes – a failure by the service manager to reply to plans submitted for acceptance paves the way for a new sanction, similar to that for compensation events, resulting in it being treated as accepted.
- Payment – NEC4 TSC requires the contractor to submit an application for payment before each assessment date and, following the service manager’s certification of payment, the contractor is required to submit an invoice.
- Compensation events – two new compensation events address material differences in anticipated versus actual quantities, and the correction of mistakes in the price list.
- Schedules of cost components – in NEC4 the TSC, like the ECC, now includes both a schedule of cost components and a short schedule of cost components. A new concept of service areas provides clarity in distinguishing defined cost from fee.
- Extending the service period and accounting periods – the ability for the parties to agree to extend the service period has been elevated into a new secondary option. A further new secondary option provides for a final amount due at the end of each accounting period.

PSC

In drafting NEC4 the decision was taken to bring PSC closer to the other contracts and move away from what might be considered a more traditional way of appointing a consultant or other professional. This has resulted in considerable change.

The new TSSC and PSSC reflect the procedures adopted in the new TSC and PSC while still retaining simplicity of management.

Changes include

- modifications to the compensation event procedures, with a defined cost approach now adopted, and one fee percentage quoted
- a procedure to agree people rates
- the option of adjustments to the prices for inflation.

DRSC

The DRSC is the NEC4 version of the NEC3 Adjudicator’s Contract (AC), emphasising that it is not restricted just to appointing an adjudicator. It can also be used to appoint a member of the dispute avoidance board in an NEC contract.

A new section to apply to the duties of a dispute avoidance board member has been introduced as an alternative to the adjudication section in the AC. Users of the AC should easily transfer to this new form.

‘In drafting NEC4 the decision was taken to bring PSC closer to the other contracts and move away from what might be considered a more traditional way of appointing a consultant or other professional. This has resulted in considerable change’
changes in nec4 supply contracts

john lofty and stuart kings nec4 drafters

the nec4 supply contract (sc) and nec4 supply short contract (ssc) have been updated in line with the rest of the contracts in the new nec4 suite.
since they first appeared in 2009, the two supply contracts have become increasingly widely used. this is anticipated to continue as the nec4 suite becomes the ‘contract of choice’ for many organisations.

the sc and ssc enable the purchase of goods of any complexity sourced from anywhere in the world. the contracts can be for any sector and any level in the supply chain.

the updated contracts have better alignment with the nec4 suite of contracts, provide improved commercial arrangements and offer more opportunities for purchasers and suppliers to be proactive and innovative.

the main changes from the nec3 versions are as follows.
- managing risk – as with other nec4 contracts, the term ‘risk register’ has been replaced with the more appropriately termed ‘early warning register’, better reflecting the risk management process within the contract.
- communications – the communication protocol also now includes provision to specify a communication system within the scope. this mirrors modern use of the sc and frequent adoption of collaborative software systems in practice.

the nec4 sc and short form have been updated in line with the rest of the nec suite

‘the sc and ssc enable the purchase of goods of any complexity sourced from anywhere in the world. the contracts can be for any sector and any level in the supply chain.’

neC4 guidance notes

tim knee-robinson nec4 drafter

the existing nec guidance documents – in the form of guidance notes, flow charts and ‘how to’ guides – have been developed and added to over many years. this has led to guidance on a specific topic sometimes appearing in more than one place and some topics being less well covered than they might be.

in producing the nec4 contracts, a comprehensive review and re-structuring of all guidance documents was completed. the aim has been to
- provide a simple, easy-to-follow structure so that guidance is more readily accessible
- address any gaps
- include explanations of how clauses are used
- provide practical advice by including checklists where appropriate.

the new nec4 user guides provide step-by-step support to help users choose the most appropriate nec4 contract, prepare the chosen contract, select a supplier and then manage the contract to deliver the client’s objectives.

each of the topics is covered in a separate user guide.

establishing procurement and contract strategies

the user guide on procurement and contract strategies helps clients to identify the best way of achieving their project objectives, taking into account constraints, funding, risk and asset ownership. it provides guidance on selecting the most appropriate procurement route and choice of available nec4 contracts and available options to meet their specific needs.

the starting point assumes that the client has resolved the following
- the business case and project objectives
- the risk profile and overall management strategy including, in broad terms, decisions made with regard who is best placed to manage the risks.

- a decision has been made to use the nec4, but the contract strategy has not been determined.

preparing the contract

the contract preparation user guide helps clients prepare the particular nec4 contract they have chosen to use to achieve their project objectives ready for supplier selection to

there are 24 user guides supporting users throughout the nec4 procurement process
Legal and insurance aspects

PETER HIGGINS NEC4 CONTRACT BOARD CHAIR AND JOHN HUGHES-D’AETH NEC4 CONTRACT BOARD MEMBER

Since it was first published in 1992, the NEC suite has promoted collaborative management processes over legal verbiage. While lawyers (and occasionally judges) have criticised its drafting style and ‘loose language’, the NEC suite has successfully delivered projects with a combined value of many billions of pounds, both in the UK and overseas. It can also be fairly said that, on the few occasions when disputes have reached the courts, the judges have had no difficulty in giving NEC contracts their intended meaning.

With that impressive track record, it is unsurprising that the brief given by the NEC board to the drafting team responsible for NEC4 called for an update only, rather than a radical revision. The priority has been to maintain the NEC3 philosophy and there was simply no compelling case for a major re-write. So, any lawyers looking for wholesale re-drafting will be disappointed.

Users’ Group feedback

However, the brief did not suggest there was no scope for improvement. One of the benefits of the NEC Users’ Group network is that it has generated a wealth of feedback on how the forms are used in practice. This has identified a number of areas where the suite would benefit from clarification or additional provisions to facilitate its use.

We have been privileged to be part of the team responsible for delivering the changes, following in the distinguished footsteps of Philip Capper and Tony Blackler, who have provided legal input to previous editions. We are pleased to report that, in a number of areas, NEC4 represents a significant step forward from its predecessors.

Many of the revisions are described in detail elsewhere in this issue. This article focuses on the legal and insurance aspects, an explanation of the constituent parts the contract, a checklist on how to complete contract data as well as a worked example, a checklist on what should be included in the scope and where relevant other documents like the site information (ECC, ECS, ECSC and ECS) and affected property (TSC and TSSC) and guidance on preparing a pricing document where relevant.

The starting point assumes the client has resolved its contract strategy and decided which contract to use, including the main and secondary options where relevant.

Managing the contract

The contract management user guide helps manage the chosen contract correctly once the contract comes into existence. For each NEC4 contract, the relevant guidance book provides detailed practical guidance, broadly based on the clause structure, on how to operate them to achieve a successful outcome.

The nature of the FC and DRSC mean that the contract preparation and management parts of the guidance are contained in the same user guide.

Enabling transfer of benefits

An assignment provision has been included. This generally permits either party to transfer the benefit of the contract (but not the burden, which under English law may only be transferred by way of novation).

Reflecting the NEC imperative of mutual trust and co-operation, the client may not transfer to a party who does not intend to act in that spirit.

Finality of costs

Also for the first time, NEC4 includes provision for the issue of a final certificate, either following completion of the contractor’s obligations or on termination. The NEC suite has historically taken the approach that, since costs and compensation events are required to be assessed in real time, there is no need for a final account process. However, it has become clear that users would

that previously appeared only in the NEC3 Professional Services Contract (PSC) clauses 70.3 and 70.4 are now included in all NEC4 contracts. Of course, there remains a number of areas where the forms diverge, reflecting the different nature of the works and services to be supplied under them. The dream (espoused by some) of a ‘grand unified contract’ covering all types of works, goods and services remains a distant prospect.

Dealing with corruption

New provisions have been included dealing with ‘corrupt acts’. These reflect the increasing worldwide focus on bribery and corruption and imposes express obligations on the contractor, both directly and in relation to its supply chain. An additional reason for termination linked to corruption has also been included.

Alignment of provisions

One important change is that the various forms in the suite have been aligned as far as possible, so that common themes are dealt with in a consistent way. For example, the confidentiality provisions

previously appeared only in the NEC3.

of works, goods and services remains a distant prospect.

An explanation of the constituent parts the contract

a checklist on how to complete contract data as well as a worked example

a checklist on what should be included in the scope and where relevant other documents like the site information (ECC, ECS, ECSC and ECS) and affected property (TSC and TSSC)

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that previously appeared only in the NEC3.
‘A substantially new option X8 has been introduced in NEC4 contracts, entitled ‘Undertakings to the Client and Others’. This replaces a section on collateral warranty agreements’

benefit from a mechanism that gave finality to the final cost and avoided later challenges. The new clause obliges the project or service manager to assess and certify the final amount due, with a right for the contractor to review if a certificate is not issued within the time stated. The assessment will be conclusive of the final amount due unless either party invokes the dispute resolution provisions within a fixed timescale.

Allowing cost of supply chain disputes

The definition of ‘Disallowed Cost’ in the cost-based contracts has been amended so that only the cost of legal proceedings between the parties is disallowed.

The thinking is that the cost of proceedings between the contractor and its supply chain should be chargeable as ‘Defined Cost’, since otherwise the contractor will be motivated to settle claims (at the client’s expense) rather than challenge them.

Risks and insurance clarified

Section 8 in NEC3 contracts on risks and insurance has been significantly revised to clarify its intent and address concerns raised by insurance experts.

The term ‘risks’ in section 8 led to particular confusion as ‘risk’ has a different meaning elsewhere in the suite, so in NEC4 it has been changed to ‘liabilities’. The NEC3 word ‘indemnity’ has also been removed, partly because it is not well understood outside the UK.

The contractor’s liabilities have been set out in detail, rather than being defined by exception as in NEC3. The interaction between the client’s liabilities in section 8 and the compensation event regime in section 6 has also been clarified.

Finally, clause 84.2 in certain NEC4 contracts now requires insurance policies to include a waiver of subrogation rights against the parties, so that insurers can no longer take action which would undermine the agreed allocation of liabilities under the contract.

Enhanced secondary options

Secondary option X4 on parent company guarantees has been amended in NEC4 contracts to clarify that the client may require a guarantee either from the contractor’s ultimate parent, or from an intermediate holding company if the client is satisfied with its financial strength. This reflects the approach commonly adopted on major projects.

A substantially new option X8 has been introduced in NEC4 contracts, entitled ‘Undertakings to the Client and Others’. This replaces a section on collateral warranty agreements, which previously appeared only in NEC3 PSC. The new option has been designed primarily to meet the needs of the UK building market, although it should be noted that the Contracts (Rights of Third Parties) Act 1999 is increasingly being used in the UK as an alternative means of conferring rights on third parties. However, option X8 will remain relevant in a non-UK context.

Option X15 on limitation of the contractor’s design responsibility has been substantially rewritten in NEC4 contracts so that the contractor’s design obligations and ancillary provisions (such as rights to use material and professional indemnity insurance) are aligned with those of a consultant under the PSC. In the process, the burden of proof has been reversed, so that (as under most contracts) it will be for the client to prove that the contractor failed to exercise skill and care in its design.

Improved dispute resolution options

Finally, NEC4 dispute resolution options have been substantially expanded to reflect the range of dispute avoidance and resolution mechanisms now in use on major projects worldwide.

NEC4 options W1 and W2 now include referral to senior representatives of the parties prior to the appointment of an adjudicator. A new option W3 provides for the use of a ‘Dispute Avoidance Board’ as an alternative to adjudication for contracts not subject to the UK Construction Act.
NEC4 launch events

5 April 2017: ‘Revealing NEC4’ – NEC webinar

The first public presentation of NEC4 will take place on line at 13:00 UK time (GMT +1) on 5 April 2017 in a webinar entitled ‘Revealing NEC4’.

Peter Higgins, chair of the NEC4 contract board, and Ian Heaphy, NEC consultant and board member, will explain why and how NEC4 was developed and guide NEC users through the new suite. Higgins drove the overall NEC4 drafting process and Heaphy has been directly involved in drafting and developing the contract.

During the webinar they will discuss the new features and changes in the NEC4 contract suite and how these are an improvement on NEC3. They will also introduce the new NEC4 Design, Build and Operate Contract (DBO) and the consultative NEC4 Alliance Contract (ALC).

Overall they will explain how the changes have been driven by user feedback and changing user requirements, while still ensuring NEC principles of clarity, flexibility, collaboration and fairness remain intact.

The 1 hour webinar is free to all and participants can join at any time during the webinar. Details of the webinar can be found on neccontract.com/events.

22 June 2017: ‘NEC3 to NEC4: from partnership to collaboration’ – NEC Users’ Group Annual Seminar

The NEC Users’ Group Annual Seminar in London on 22 June 2017 will incorporate the formal launch of the new NEC4 suite of contracts. Entitled ‘NEC3 to NEC4: from partnership to collaboration’, the event will take place in County Hall, rather than One Great George Street to provide greater capacity.

The annual seminar is biggest event in the NEC calendar and this year is expected to be larger than ever. As in previous years, the seminar is designed to bring together NEC users from around the world to share their experiences, discuss NEC best practice and get the latest insights on using the contracts to deliver successful outcomes.

The focus of many of the presentations this year will be on NEC4 contracts and how far NEC3 differs. Topics will include the improved flexibility in NEC4 contracts, key changes to NEC4 contracts and the new NEC4 Design, Build and Operate Contract and consultative NEC4 Alliance Contract.

Expert speakers from government and industry will also cover the latest perspectives and developments regarding NEC use in the UK and internationally. Speakers already confirmed include

- Barry Trebes, Consultant, NEC
- Tim Knee-Robinson, Consultant, NEC
- John Hughes-D’Aeth, Partner, Berwin Leighton Paisner
- Beth West, Commercial Director, HS2 and Chair, NEC Users’ Group
- Tim Broyd, President, Institution of Civil Engineers

The delegate cost is £399. NEC Users’ Group members are entitled to free registration.

The first public presentation of NEC4 will take place online at 13:00 UK time (GMT +1) on 5 April 2017 in a webinar entitled ‘Revealing NEC4’.

Barry Trebes, Consultant, NEC
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More information can be found on neccontract.com/events.