

Curriculum 2014/15
For the
ICE Civil Engineering
Law and Contract Management Examination

ICE Law Exam (Module 1)
On 8th June 2015

NEC Contract Management Exam (Module 2)
On 15th June 2015

Higher ICC/NEC Contract Management Exam (Module 3)
On 15th June 2015

Adjudicators Qualifying Examination
1st December 2014

Arbitrators Endorsement Examination
2nd February 2015

Contents

1 Introduction and General Information

Law and Contract Management Examination

Introduction 4 – 6

Overview, Continuing Professional Development, Structure, Level of knowledge required, Case and reading list, Examination under Scots law

The Examination 7 – 8

Date and Time, Stages of completion, Reference to documents during the examination, Editions of contract documents, Application, Approved courses, Eligibility to apply, Examination Centres, Examination fee, Overseas candidates

Marking and Results 9

Results, Certificates, Marking structure, Marking and moderation, Re-sitting

Past examination papers and examiners' reports 10

Qualifications 10

Dispute Resolution Examinations

The ICE Arbitrators Endorsement Examination 11-12

Overview, Structure, Date and Time, Reference to documents during the examination, Editions of contract documents, Examination under Scots law, Application, Examination fee

Marking and Results

Results, Certificates, Marking Structure, Moderation and appeals, Re-sitting

Past Exam Papers

The ICE Adjudicator's Qualifying Examination 13-14

Overview, Structure, Date and Time, Reference to documents during the examination, Editions of contract documents, Examination under Scots law, Application, Examination fee

Marking and Results

Results, Certificates, Marking Structure, Marking and moderation, Re-sitting

Past Exam Papers

Addresses

| | |
|--|-------|
| 1 General | 15 |
| ICE Dispute Resolution Service Chartered Institute of Arbitrators | |
| 2 ICE Approved List of Courses | 16 |
| List of organisations providing approved courses | |
| 3 Syllabus | |
| Level criteria expected for the ICE Law and Contract Management Exam and ICE Dispute Resolution Exams | 17 |
| Syllabus for Module 1 Law | 18-22 |
| Syllabus for Module 2 NEC | 23-25 |
| Syllabus for Module 3 Higher NEC/ICC | 26-30 |
| Syllabus for ICE Adjudicator's Qualifying Examination | 31-32 |
| Syllabus for ICE Arbitrator's Endorsement Examination | 33-34 |
| Case Lists | 35-48 |

1 Introduction and General Information

ICE Law and Contract Management Examination

Overview

The aim of the ICE Civil Engineering Law and Contract Management Examination and of the ICE Approved courses that prepare candidates for the examinations is to promote a better understanding of contract conditions, the legal framework within which they operate and the management procedures necessary for the successful completion of projects.

The Engineer and Project Manager in civil engineering projects and their assistants are, by the very structure of the Conditions of Contract and the one-off nature of most projects, very heavily involved in decisions, which can have a profound effect on the satisfactory outcome of the construction contract. It is necessary, therefore, that they have a clear understanding of the constraints within which those decisions must be made.

Similarly, the civil engineer working for a contractor needs to know the rights and obligations of the parties to the contract so that they may carry out their functions more efficiently.

It is recommended that private study be undertaken to prepare for the examination in addition to attending a course of lectures.

Continuing Professional Development (CPD) and ICE Series 3000

Studying for the examination will assist members in their Chartered Professional Review, particularly in developing their 'Commercial Ability'. Please refer to the ICE Series 3000, available from the ICE website, for further guidance.

The completion of an accredited ICE Law and Contract Management Course is likely to be suitable for up to 5 days approved training per Module at the discretion of your Supervising Civil Engineer, Sponsor or Employer.

CPD can only be claimed against an individual's "Development Action Plan" which should be a structured plan of progression for an individual's own particular goals. Probably the most important aspect of the CPD Cycle is in the "Assessing of the Achievement" of the CPD carried out, as this gives a direction for the appraisal of future Action Plans. Additional homework or research on the subject, but outside of the course, is also claimable as CPD.

Structure

The ICE Law and Contract Management Examination consist of 3 Modules. Module 1 is the Law Module set on Part 1 of the syllabus. Modules 2 and 3 are the Contract Management Modules set on Part 2 of the Syllabus. Module 3 is set at a significantly higher level than Module 2, albeit on the same general syllabus.

Each Module is divided into 2 sections and candidates must answer questions from each section. Module 1 is divided into Law of Contract, Law of Tort and Law of Evidence while Modules 2 and 3 are on General Contract Management. Module 2 is based on the NEC3 family of contracts. In Module 3

candidates will be expected to answer questions on both NEC3 family of contracts and the Infrastructure Conditions of Contract (ICC) (formerly known as the ICE Conditions of Contract). There are no compulsory questions in Module 1 and Module 2.

Level of knowledge required for ICE Law Module 1

In preparing for this Module, candidates should aim to obtain a sufficient legal background to enable them to understand the legal framework within which the Conditions of Contract sit. As a guide, the level of knowledge required is similar to that of the 'A' level examination in law.

Candidates will be expected to be able to analyse problems as well as to write essays and to show a reasonable grasp of the legal concepts involved. For example, a candidate should be able to say not just 'in this situation X has a claim against Y' but to be able to identify the basis of the claim as breach of an express term, breach of an implied term, negligence, misrepresentation and so on. Candidates will also be expected to understand the types of evidence used to prove facts and the conditions under which it is admitted.

Candidates are expected to demonstrate some knowledge and application of the provisions of relevant statutes and the legal principles derived from case law. A candidate who has simply learned a set of rules will gain fewer marks than one who demonstrates an understanding of the flexibility and limits of the legal authorities.

Level of knowledge required for NEC Contract Management Exam (Module 2 NEC), and Higher ICC/NEC Contract Management Exam (Module 3)

Module 2: This Module is directed at the graduate engineer with practical experience since graduation. Many graduates will have had little or no formal instruction in the matters included in Part II of the syllabus. The object of preparatory courses is to give candidates the necessary detailed instruction in basic principles in at least one form of contract in order to form a sound foundation on which they will build their further experience. The examination will test the extent to which candidates have absorbed this instruction and will not expect a high level of practical experience in the application of the principles.

Module 3: This Module is directed at the mid-career chartered engineer who has considerable experience since becoming chartered. To succeed in the examination candidates will normally need to have had a good grounding in civil engineering law and contract management in at least one form of contract as well as considerable experience of work in the construction industry. The examination is designed to demonstrate the practical experience that has been gained from solving day-to-day management problems on construction projects.

The factual basis of the compulsory questions in Module 3 of the examination will be familiar to the experienced civil engineer and are therefore designed to test presentation, observation, power of expression, general approach and attitude.

Some answers will be required in report form with particular emphasis on the collation of facts and their interpretation.

Case and Reading Lists

To further assist candidates in their preparations for Modules 1, 2 and 3 a list of important cases and a list of reading references have been provided at the end of this document

Candidates should consult web based resources for leading Court of Appeal cases on adjudication.

Examination under Scots Law

Candidates elect to answer Modules 1, 2 or 3 with respect to either Scots or English Law and prepare for the examination accordingly. The topics and case lists included in the syllabus are applicable to English Law.

Candidates wishing to answer with respect to Scots Law may obtain preparatory material including a summary of the syllabus, an index and brief description of cases, and a comprehensive 2 volume case list (including reading lists and additional information on the syllabus) from the ICE Dispute Resolution Service at the ICE (address on page 15).

The Examination

Date & Time

The examinations take place each year in June. Dates for 2015 are:

| | |
|--|---|
| Law Exam (Module 1) | 8 th June 2015, 2.00pm – 5.20pm |
| NEC Contract Management Exam (Module 2) | 15 th June 2015, 2.00pm – 5.20pm |
| Higher Contract Management Exam (Module 3) | 15 th June 2015, 2.00pm – 5.20pm |

Additional time

Candidates may apply for additional time where they have a certified learning difficulty such as dyslexia and receive an extra 15 minutes for every hour sat.

Stages of Completion

Candidates will aim for a pass in Modules 1 to 3, but are able to take exams at any time and in any order. It is recommended that the Module 2 exams be completed before attempting Module 3.

Reference to documents during the examinations

- **Law Exam (Module 1)**
Only unmarked copies of Statutes and Statutory Instruments may be taken in to the Examination.
- **NEC Contract Management Exam (NEC Module 2)**
Candidates may consult unmarked copies of the, **NEC Engineering and Construction Contract (ECC), NEC Engineering and Construction Subcontract (ECS), Statutes, CDM Regulations and CESMM4.**
- **Higher Contract Management (ICC/NEC Module 3)**
Candidates may consult unmarked copies of the, **ICC Conditions of Contract Measurement version, ICC Conditions of Contract for Design and Construct and ICC Conditions of Contract Target Cost Version August 2011. CECA/FCEC form of Sub-Contract and NEC3 Engineering and Construction Contract (ECC), NEC3 Engineering and Construction Subcontract (ECS), NEC3 Engineering and Construction Short Subcontract (ECSS), Statutes, CDM Regulations and CESMM4.**
- **Dispute Resolution Examinations**
For the Arbitrators Endorsement Paper and Adjudicators Qualifying Paper reference maybe made to any document.

Editions of Contract Documents

The relevant Contract Documents will be those editions current on the 1st August of the year proceeding the year of the examination. Amendments to the NEC3 family of documents are available

from the NEC. Exam candidates are to answer Module 2 based on NEC3. Exam candidates will be expected to answer Module 3 questions on both NEC3 and the Infrastructure Conditions of Contract (formerly known as ICE Conditions of Contract).

Application

Application forms are available on the ICE website or from the Dispute Resolution Service at the ICE. Those attending approved courses can usually obtain application forms from their course tutors. The closing date for receipt of completed application forms to sit the exam at one of the standard centres in the UK is normally one month before the exam date.

Approved Courses

The Institution gives particular attention to the content and quality of courses specifically designed for preparation for this examination and, if satisfied, approves a course. Lawyers who have a working knowledge of the construction industry give lectures on ICE approved courses. Course lectures will relate to the practical problems in contract, tort or delict and evidence, which the civil engineer may encounter in his work, rather than esoteric discussion on broader principles of law that would be more suitable for law degree students.

Eligibility

Although the syllabus has been designed with civil engineers in mind, enrolment for the examination is not restricted to members of the ICE.

Examination Centre's in the UK and Ireland

Universities which run approved courses covering the ICE syllabus in most cases also act as examination centres, except in the London area where the examination is held at the Institution. (Candidates tick on the application form the centre at which they wish to sit the exam). Those who wish to sit the exam in Ireland, Northern Ireland or Scotland (i.e. Dublin, Belfast or Glasgow) may do so by special arrangement. Contact the ICE for details (see page 15).

UK Examination fee

The examination fee for non-members of the ICE is £125.00.00 per Module and £250.00 for 2 Modules; members of the ICE receive a discount only having to pay £100.00 per Module and £200.00 for 2 Modules at ICE Exam centres in the UK. The fee is non-refundable.

Overseas candidates - exam venues, examination fee

In addition to examination centres in the UK and Ireland it can usually be arranged for Members of the Institution to sit the examination overseas provided they give the London office 3 months' notice of their wish to do so. The overseas fee is the same as the UK and Ireland fees for members and non-members of the ICE. Institution Country Representatives are often able to organise accommodation for the exam. However, in the event that this is not possible and an alternative is sought (e.g. through the British Council), the candidate may be required to contribute to the additional costs that may arise. The fee is non-refundable.

Marking and Results

Results

The results of the examination are posted to candidates usually around late September.

Certificates

Candidates will receive a certificate for passing each module. Candidates who demonstrate exceptional knowledge in Modules 1 and 3 will have their certificate endorsed “Passed with DISTINCTION” in the appropriate subject.

A pass in Module 1 will exempt a candidate from ‘Module 1 law of obligations and civil evidence’ of the Chartered Institute of Arbitrators Route to Membership. This is the first stage of that Institute’s Route to Membership.

Marking Structure

For guidance purposes only the normal pass mark for Module 1 is not less than 40%, for Module 2 not less than 50%, and for Module 3 not less than 65% .A distinction mark for Module 1 is not less than 70%, for Module 2 not less than 75%, and for Module 3 not less than 85%

Marking and Moderation

The examiner who has set the questions for a section marks scripts anonymously. The ICE Law and Contract Management Examination Committee then moderate every script anonymously. The moderators take particular care to ensure that borderline scripts are correctly graded, especially those that have failed marginally, have been correctly marked and moderated and have indeed fallen short of the required standard.

Given the comprehensive procedure for marking scripts, no appeals are undertaken.

Re-sitting

If candidates fail a Module they have taken, they will have failed the examination and will be required to sit the Module again if they wish to obtain a pass.

Past Examination Papers and Examiners' Reports

Past Examiners Reports are available free of charge on the ICE website. Each Report contains a Moderator's report, an Examiner's report for each section of the Examination, the Examination Papers for that year and points for the answer to each question written by the Examiner who set the question.

Qualifications

ICE Registers of Arbitrators, Adjudicators, Conciliators and Construction Mediators and Dispute Resolution Board Members

ICE Dispute Resolution Service maintains Registers of Arbitrators, Adjudicators, Conciliators and Construction Mediators and Dispute Resolution Board Members. The requirements and application procedures for those wishing to be considered for inclusion in these Registers are available from the ICE website or the ICE Dispute Resolution Service. One of the requirements for inclusion on any of the Registers is a pass in Modules 1 and 3 of the exam.

The ICE Arbitrators Endorsement Examination

Overview

This Endorsement syllabus is intended to supplement the Chartered Institute of Arbitrators syllabus for their Part II or B & C examination. Candidates must have passed the Part II or B & C examination to be eligible to sit the Endorsement Paper.

Candidates will normally have passed the ICE's examination in Civil Engineering Law and Contract Management Modules 1 and 3 (or have reached an equivalent standard) and are assumed to be qualified construction professionals with considerable practical experience in contract management, claims procedures, estimating, costing, and rate fixing. The examinations are not restricted to Members of the ICE.

As well as testing candidates' knowledge of their own discipline, the examination also looks for a sound knowledge of the law and procedure of arbitration, in particular as it applies to references under the ICC Conditions of Contract (formerly known as the ICE Conditions of Contract) and NEC3 Contracts.

Guidance is given on the depth to which candidates should study the syllabus. Candidates are expected to know the basic principles underlying each heading and to be acquainted with the reasoning behind the main leading cases by which the law has been formulated or changed. The details of such cases need not be learned by rote and a candidate will not necessarily be penalised for incorrectly citing the name of a case provided that it is clear which case he means.

Structure

The ICE Arbitrators Endorsement Examination consists of one Paper of three and a half hours duration. The Paper is divided into three compulsory questions. Question one should be given an hour and a half to complete. The other two questions should be afforded 45 minutes each. The remaining thirty minutes are provided for reading but may also be used as additional time in which to answer questions if the candidate chooses.

Date and Time

The date for this year's Arbitrators Endorsement Examination is 2nd February 2015.

Reference to Documents during the Examination

Candidates for the Endorsement Paper may bring any documents into the exam.

Editions of Contract Documents

The relevant Contract Documents will be those editions current on the 1st August of the year proceeding the year of the examination. Amendments to NEC Contracts are available from the NEC website. The ICC Conditions of Contract Measurement Version and Design and Construct both dated August 2011 and NEC3 Engineering and Construction Contract (Black Book only, excluding Notes for Guidance), and the Professional Services Contract both dated June 2005 will be used.

Examination under Scots Law

Candidates elect to answer the Endorsement Examination with respect to either Scots or English Law and prepare for the examination accordingly. The topics and case lists included in the syllabus are applicable to English Law.

Application

Application forms are available on the ICE website and from the Management Procurement and Law Department at the ICE. The closing date for receipt of application forms to sit the exam at the ICE is one month before the exam. In certain circumstances an application will be accepted after that date.

Examination Fee

The examination fee is £200.

Marking and Results

The results of the examination are posted to all candidates around mid-May

Certificates

An A4 certificate signed by the President will be sent to those successful in passing the Endorsement Exam.

Marking Structure

For guidance purposes the normal pass mark for the Endorsement Examination is 65%.

Moderation and Appeals

Scripts are double marked anonymously by the examiners who have set the questions. A panel of moderators then moderates every script anonymously. The moderators take particular care to ensure that scripts which have not achieved a pass, especially those that have failed marginally, have been correctly marked and have indeed fallen short of the required standard.

Given the comprehensive procedure for marking scripts, no appeals are undertaken.

Re-sitting

If candidates fail the Paper they have failed the examination and will be required to sit the Paper again if they wish to obtain a pass.

Past Exam Papers

Past Papers are available for free on the ICE website.

Qualifications

ICE approved Register of Arbitrators are maintained by ICE Management Procurement and Law Department. One of the requirements for inclusion in the List of Arbitrators is a pass in the ICE Arbitrators Endorsement Exam.

The ICE Adjudicator's Qualifying Examination

Overview

Candidates will normally have passed the ICE's examination in Civil Engineering Law and Contract Management (or have reached an equivalent standard) and are assumed to be qualified construction professionals with considerable practical experience in contract management, claims procedures, estimating, costing, and rate fixing. The examinations are not restricted to Members of the ICE.

As well as testing candidates' knowledge of their own discipline, the examination also looks for a sound knowledge of the law and procedure of adjudication, in particular as it applies to references under the ICC Conditions of Contract (formerly known as ICE Conditions of Contract) and their variants and NEC3 Contracts.

Guidance is given on the depth to which candidates should study the syllabus. Candidates are expected to know the basic principles underlying each heading and to be acquainted with the reasoning behind the main leading cases by which the law has been formulated or changed). The details of such cases need not be learned by rote and a candidate will not necessarily be penalised for incorrectly citing the name of a case provided that it is clear which case he means.

Structure

The ICE Adjudicators Qualifying Examination consists of two Papers. The first Paper is a three hour open book, decision writing exam. The second Paper is a 2 hour closed book, procedural exam. Candidates will be required to answer questions on both ICC Conditions of Contract and NEC3 Contracts.

Date and Time

The date of this year Adjudicators Qualifying Examination is Monday 1st December 2014.

Reference to Documents during the Examination

Candidates for the Adjudicators Qualifying Paper may bring any documents into the first Paper exam.

Edition of Contract Documents

The relevant Contract Documents will be those editions current on the 1st August of the year proceeding the year of the examination. Amendments to the NEC3 Contracts are available from the NEC website respectively. The ICC Conditions of Contract Measurement Version dated August 2011, the NEC3 Engineering Construction Contract (3rd Edition), the ICC Conditions of Contract – Design and Construct and NEC3 Professional Services Contract (3rd Edition) will be used.

Examination under Scots Law

Candidates elect to answer the Adjudicators Qualifying Examination with respect to either Scots or English Law and prepare for the examination accordingly. The topics and case lists included in the syllabus are applicable to English Law.

Application

Application forms are available on the ICE website and from the Management Procurement and Law office at the ICE.

The closing date for receipt of application forms to sit the exam at the ICE is normally one month before the exam.

Examination Fee

The examination fee is £200.

Marking and Results

Results

The results of the examination are posted to all candidates around late March.

Certificates

An A4 certificate signed by the President will be sent to those successful in passing the Adjudicators Qualifying Exam.

Marking Structure

For guidance purposes the normal pass mark for the Adjudicators Qualifying Examination is 65%.

Marking and Moderation

Scripts are double marked anonymously by the examiners who have set the questions. A panel of moderators then moderates every script anonymously. The moderators take particular care to ensure that scripts which have not achieved a pass, especially those that have failed marginally, have been correctly marked and have indeed fallen short of the required standard.

Given the comprehensive procedure for marking scripts, no appeals are undertaken.

Re-sitting

If candidates fail the Paper they have failed the examination and will be required to sit the Paper again if they wish to obtain a pass.

Past Exam Papers

Past Papers are available for free on the ICE website.

Addresses

1 General

Contact: Carol Brooks
ICE Dispute Resolution Service

The Institution of Civil Engineers
One Great George Street
Westminster
London SW1P 3AA

Websites: www.ice.org.uk/law and www.necontract.com

Direct Line: 020 7665 2116

Email: contractsanddisputes@ice.org.uk or carolbrooks@ice.org.uk

The following documents on the Law and Contract Management Examination and the Endorsement Examination are available from the ICE website: Curriculum, past Examination Papers, Examiners Reports (these include a Moderator's report, an Examiner's report for each section of the examination, exam questions and points for answer written by the Examiner who set the questions). Information and preparatory material regarding answering Module 1 according to Scots Law and application forms for the Examination.

Contact ICE Dispute Resolution Services, on 020 7665 2116/2224 or at the above address for information about the ICE Registers of Arbitrators, Adjudicators, Conciliators and Construction Mediators and Dispute Resolution Board Members.

Chartered Institute of Arbitrators

International Arbitration Centre
12 Bloomsbury Square
LONDON
WC1A 2LP

Tel: 020 7421 7444

Fax: 020 7404 4023

Email: info@arbitrators.org

2 ICE Approved List of Courses

The following is the list of organisations providing approved ICE Law and Contract Management Courses.

ICE West Midlands

Contact: Steve Feeley
Regional Director, ICE West Midlands
Institution of Civil Engineers
Birmingham Science Park Aston
Faraday Wharf - Holt Street
Birmingham - B7 4BB
T: +44 (0)121 233 2157
E: steve.feeley@ice.org.uk or rebecca.lloyd@ice.org.uk

University of Leeds

Contact: Jenny Carter
CPD, Conference & Events Co-ordinator
CPD, Conference & Events Unit
Engineering Research & Innovation Service
Faculty of Engineering,
School of Civil Engineering, Room 209
University of Leeds
Leeds, LS2 9JT, UK
T: +44 (0)113 343 8104
E: cpd@engineering.leeds.ac.uk

ICE North West

Contact: Alan Butler
Regional Director ICE North West
Institution of Civil Engineers
9th Floor
St James's Building
79 Oxford Street
Manchester
M1 6EG
T: +44 (0)114 229 5738
E: alan.butler@ice.org.uk or Janice.Parkinson@ice.org.uk

Quigg Golden Limited Belfast

Contact: Robert Burns
Course Leader
18-22 Hill Street
Cathedral Quarter
Belfast
BT1 2LA
T: +44 (0)28 90 321022
E: robert.burns@quigggolden.com or anne-Marie.Rainey@quigggolden.com

Quigg Golden Limited London

Contact: David McNeice
Course Leader
Central Court
25 Southampton Buildings
Chancery Lane
London W C2A 1AL
T: +44 (0)20 7022 2192
E: David.McNeice@quigggolden.com or anne-Marie.Rainey@quigggolden.com

Level criteria expected for the ICE Law and Contract Management Exam

Module 1 – ICE Law Exam

Candidates are expected to:

- Analyse the rights of parties in a factual matrix
- Make reference to the main legal authorities
- Explore alternative outcomes to demonstrate a depth of understanding of the law
- Answers should be drafted in good English in essay style

NEC Module 2 – NEC Contract Management Exam

Candidates are expected to:

- Demonstrate a knowledge and understanding of the pre-tender processes and the general relationships in the construction industry
- Critically analyse parties rights in the standard forms of construction contracts in a factual matrix
- Explore alternative outcomes to demonstrate a depth of understanding of construction contracts
- Answers should be drafted in good English in essay style

Module 3 – Higher ICC/NEC Contract Management Exam

Candidates are expected to:

- Demonstrate an understanding of the pre-tender processes and the general relationships in the construction industry
- Critically analyse in depth parties rights in the standard forms of construction contracts in a factual matrix
- Analyse complex situations where multiple problems impact upon one another.
- Explore alternative outcomes to demonstrate a depth of understanding of construction contracts
- Demonstrate an understanding of general law where it applies to construction
- Use relevant case law to qualify the answers given
- Answers should be drafted in good English in essay or report style

Note:

- Knowledge of the Conditions of Contract is expected since candidates are allowed to take copies into the examination and as such few marks will be allocated for merely stating what is contained in the contract. Marks will be allocated for understanding and application of the Conditions of Contract.
- Candidates are advised to practice completing questions from past Papers prior to the examination to ensure they can complete the exam requirements to the time allocated.

ICE Civil Engineering Law and Contract Management Examination Syllabus for Module 1 - Law

The syllabus for Module 1 refers to topics under the Law of England and Wales.

Candidates may elect to sit the Examination under the Law of Scotland in which case the equivalent legal topics will apply.

Items marked with an asterisk* will not be examined in detail although candidates will be expected to have some general understanding of their relevance

| | |
|--------------------------|--|
| <u>PRINCIPLES</u> | |
| | Statutes and Subordinate Legislation Administrative Structure of the Courts Case Law and the Doctrine of Precedent Procedure in Civil Actions |

| | |
|---|---|
| <u>THE LAW OF CONTRACT</u> | <i>Section 1 of the case list on pages 35-40 applies</i> |
| Formation of the Contract | |
| Offer and acceptance | Invitation to treat, tenders, negotiations, acceptance by conduct, battle of the forms, communication of acceptance, termination of offer, subject to contract. |
| Consideration | Deeds, consideration must be sufficient but need not be adequate, past consideration, performance of existing duty, and part payment of a debt. |
| Intention to create Legal Relations* | |
| Terms within a Contract | |
| Express Terms | Parol evidence rule, rectification, invalidity, custom, incompleteness, representations, collateral contracts, conditions and warranties. |
| Implied Terms | Terms implied by the courts, terms implied by statute. |

| | |
|--|--|
| Exemption Clauses | Incorporation, construction of exemption clauses, contra proferentem rule, misrepresentation, collateral contract, Unfair Contract Terms Act 1977. |
| <i>Uberrimae fidei</i>* | |
| Defects within a Contract | Absence of required formality; contracts required to be under seal, in writing, effect of non-compliance. |
| Misrepresentation | Definition, nature of statement, inducement, Misrepresentation Act 1967, types of misrepresentation, effect of misrepresentation and remedies. |
| Mistake* | |
| Illegality* | |
| Incapacity* | Corporations, the Crown and Public Authorities |
| Privity of Contract | The doctrine and its effect (Contracts (Rights of Third Parties) Act 1999*). |
| Assignment | The effect of assignment compared with novation; provisions for assignment in standard form contracts. |
| Agency | Actual authority, apparent authority, usual authority, payments, modes of discharge. (disclosed principal*, undisclosed principal*) |
| Discharge of Contract | |
| Performance | Entire contracts, severable contracts, prevention of performance, substantial performance, time of performance, sub-contracting. |
| Agreement to discharge or vary a contract | Formality, requirement of consideration, waiver. |
| Frustration* | On impossibility, illegality, self-induced frustration, effects of frustration. |
| Breach | Actual breach, anticipatory breach, repudiatory breach, breach of warranty. |
| Bankruptcy or Liquidation* | |

| | |
|-----------------|--|
| Remedies | Damages, general principle, remoteness, quantification, mitigation; set-off and abatement; liquidated damages; interest, *specific performance; *injunctions; unjust enrichment; limitation periods, Limitation Act 1980, payment provisions of the Housing, Grants, Construction and Regeneration Act 1996 as amended 2011. |
|-----------------|--|

| | |
|--|--|
| <u>THE LAW OF TORT</u> (DELICT IN SCOTLAND) | <i>Section 2 of the case list on pages 41-46 applies</i> |
| The Nature of Tort | |
| Vicarious Liability | |
| Breach of Statutory Duty | |
| Negligence | |
| Elements of Negligence | Duty of care, breach of duty, damage. |
| Standard of Care | |
| Negligent Misstatement | The rule in Hedley Byrne v Heller & Partners. |
| Defences | Contributory negligence; Law Reform (Contributory Negligence) Act (1945); <i>Novus actus interveniens</i> ; <i>volenti non fit injuria</i> . |
| Remedies | Injunctions; damages; mitigation of loss; remoteness of damage; policy considerations*; pure economic loss. |
| Limitation of Actions | Limitation Act 1980; Latent Damage Act 1986. |
| Nuisance | |
| Rule in Rylands v Fletcher | |
| Remedies | |
| Dangerous Premises | |
| Position at Common Law* | |

| | |
|---|---|
| The Occupiers Liability Acts 1957 and 1984 | Who is the Occupier; common duty of care; nature of damage recoverable; defences, contributory negligence, effect of knowledge of danger; lawful visitors, under contract, invitees; persons other than invitees; occupier's liability for independent contractors, trespassers, damages for trespassers. |
| Employer's Liability | |
| Employer's Liability to Third Parties | Vicarious liability, its nature, employee distinguished from independent contractor, acts carried out in course of employment. |
| Employer's Common Law Duties to Employees | Competent staff of men, proper plant, appliances and premises, safe system of work, contributory negligence. |
| Employer's Liability for Independent Contractors | |
| Employee's duty to Employer | Duty to take reasonable care. |

| | |
|--|--|
| <u>HEALTH AND SAFETY</u> | |
| Factories Act 1961 as amended | Purpose, method of implementation, the Construction Regulations. |
| Health and Safety at Work etc. Act 1974 as amended | Objectives, Health and Safety Regulations, Codes of Practice, Company Safety Policies, safety officers, representatives and committees. Health and Safety Inspectorate, Inspectors' Powers, Prohibition and Improvement Notices. |
| Construction (Design and Management) Regulations 2007 | |

| | |
|-----------------------------------|---|
| <u>THE LAW OF EVIDENCE</u> | |
| Types of Evidence | Physical, documents, oral |
| Witness | Fact and opinion; competence under oath or affirmation; legal fitness to give testimony |
| Admissibility | Whether a tribunal is bound to receive the evidence |
| Relevance | Probative value related to the matter in question |

| | |
|---------------|--|
| Weight | Balance or preponderance of evidence; hearsay |
| Proof | Civil Standard and Legal and Evidential burden |

| | |
|---|---|
| <u>STATUTES</u> | Relevant Statutes as included elsewhere above |
| Unfair Contract Terms Act 1977 | |
| Misrepresentation Act 1967 | |
| The Occupiers Liability Acts 1957 and 1984 | |
| Law Reform (Contributory Negligence) Act (1945) | |
| Factories Act 1961 | |
| Health and Safety at Work etc. Act 1974 | |
| Limitation Act 1980 | |
| Latent Damage Act 1986 | |
| Housing, Grants, Construction and Regeneration Act 1996 Part II as amended by the Local Democracy, Economic Development and Construction Act 2009 | |
| Construction (Design and Management) Regulations 2007 | |
| Contracts (Rights of Third Parties) Act 1999 | |
| The Late Payment of Commercial Debt (Interest) Act 1998 | |

ICE Civil Engineering Law and Contract Management Examination Syllabus for Module 2 - NEC

| A candidate's understanding and application of topics in the Syllabus will be tested against the following standards: | | |
|--|--------------------|---|
| Standard | Level of Knowledge | How the Standard is reflected in the Examination Paper |
| 1 | Detail | A sound grasp of the detail is required. A whole question may be devoted to the topic. |
| 2 | General | A good general knowledge of the topic is required. Half a question, at most, will be devoted to the topic. |
| Candidates are strongly advised to read any Guidance Notes associated with the various Conditions of Contract | | |

| Subject | Standard |
|--|----------|
| Law - as Syllabus for Module 1 - Contract and Tort | 1 |
| Promotion, Tendering Procedure and Documentation | |
| Authority for the Project; client and project manager's investigations | 2 |
| Bills of Quantities, Methods of Measurement CESMM4 | 2 |
| Alternative tenders and the Assessment of tenders | 2 |
| Acceptance of tenders and Notification of results | 2 |
| Miscellaneous | |
| Letters of intent; Cash flow | 2 |
| NEC 3 Contracts | |
| General Matters | |
| Main Options A to F – main features and respective advantages | 1 |
| Secondary Options 'X' and 'Y' | 2 |
| Works Information | 1 |

| Subject | Standard |
|---|-----------------|
| Site Information | 2 |
| Contract Data: Part 1 | 1 |
| Contract Data: Part 2 | 1 |
| Duties and responsibilities of the Project Manager | 1 |
| Organisation of the Project Manager's site staff | 2 |
| Duties and responsibilities of the Supervisor | 2 |
| Organisation of the Contractor's site staff | 2 |
| Section 1 – General | 2 |
| Clause 16 Early Warning: | 1 |
| Section 2 – The Contractor's main responsibilities | 2 |
| Clauses 21, 22 Contractor's Design | 1 |
| Clause 26 Subcontracting | 1 |
| Section 3 – Time | 2 |
| Clause 30 Starting, Completion, Take Over and Key Dates | 1 |
| Clauses 31, 32 Programme and Revisions | 1 |
| Section 4 – Testing and Defects | 1 |
| Clause 43.3 Defects Certificate | 2 |
| Section 5 – Payment (Main Options A to F) | 1 |
| Section 6 – Compensation Events | 1 |
| Section 7 - Title | 2 |
| Section 8 – Risk and Insurance | 2 |
| Section 9 – Termination | 2 |
| Dispute Resolution – W1 and W2 | 2 |
| Schedule of Costs Components | 2 |
| Shorter Schedule of Contract Components | 2 |

| Subject | Standard |
|---|-----------------|
| | |
| Other NEC3 Contracts | |
| Engineering and Construction Sub-contract | 2 |
| Engineering and Construction Short Contract | 2 |
| Engineering and Construction Short Sub-contract | 2 |
| Professional Services Contract | 2 |
| Term Service Contract | 2 |

ICE Civil Engineering Law and Contract Management Examination Syllabus for Module 3 – Higher NEC / ICC

A candidate's understanding and application of topics in the Syllabus will be tested against the following standards:

| Standard | Level of Knowledge | How the Standard is reflected in the Examination Paper |
|----------|--------------------|---|
| 1 | Detail | A sound grasp of the detail is required. A whole question may be devoted to the topic. |
| 2 | General | A good general knowledge of the topic is required. Half a question, at most, will be devoted to the topic. |

Candidates are strongly advised to read any Guidance Notes associated with the various Conditions of Contract

| Subject | Standard |
|---|----------|
| <u>GENERAL</u> | |
| Promotion, Tendering Procedure and Documentation | |
| Authority for the Project; client and project manager's investigations | 2 |
| Bills of Quantities, Methods of Measurement CESMM4 | 1 |
| Tender Pricing Methods | 2 |
| Alternative tenders and the Assessment of tenders | 1 |
| Acceptance of tenders and Notification of results | 1 |
| Miscellaneous | |
| Letters of intent, Cash flow, Collateral warranties, Working Rule Agreement | 2 |
| Construction (Design and Management) Regulations 2007 (CDM) | 1 |
| | |
| | |

| Subject | Standard | |
|--|---|---|
| <u>ICC MODEL CONDITIONS OF CONTRACT</u> | | |
| <u>ICC Conditions of Contract Measurement Version</u> | | |
| General Responsibilities | | |
| Clauses 1, 2, 7, 8, 13 | Engineer – duties, responsibilities and delegation | 1 |
| Clause 2 | Engineer's Representative - duties and responsibilities | 1 |
| Clauses 8 to 16 | Duties and responsibilities of the Contractor: | 1 |
| Clauses 8, 14 | Temporary Works | 1 |
| Clauses 20 to 25 | Insurance | 2 |
| Programme, Methods and Progress | | |
| Clause 14 | Programme and Methods | 1 |
| Clauses 41 to 42 | Commencement, Possession, Access | 2 |
| Clause 44 | Extensions of time | 1 |
| Clauses 45, 46 | Working Time and Progress | 2 |
| Clauses 43, 48 | Substantial Completion and Certification | 2 |
| Materials and Workmanship | | |
| Clauses 36, 37 | Workmanship and Access to Inspect | 2 |
| Clauses 38, 39 | Examination, Covering up and Removal | 2 |
| Clauses 49, 50 | Outstanding Works and Defects, Searching for Defects | 2 |
| Clause 61 | Defects Correction Certificate | 2 |
| Payment and Valuation: | | |
| Clauses 7, 13, 51, 52 | Ordering and evaluating variations | 1 |
| Clauses 55, 56, 57 | Measurement, Adjustment of Rates, Dayworks | 1 |
| Clauses 52, 56 | Rate fixing | 1 |
| Clause 47 | Liquidated damages | 1 |
| Clause 60 | Certification and Payment | 1 |
| Contractual Claims | | |
| Clause 7 | Provision of Drawings, Specification and instructions | 2 |
| Clause 12 | Adverse physical conditions and artificial obstructions | 1 |
| Clause 13 | Instructions | 2 |

| Subject | Standard |
|---|-----------------|
| Clause 14 Programme and Methods, | 1 |
| Clause 31 Other Contractors | 2 |
| Clause 40 Suspension | 2 |
| Clause 42 Possession of Site | 2 |
| Clause 44 Assessment and Certification of Extension of Time | 1 |
| Clause 53 Claim for Additional payment, procedure | 2 |
| General Topics | |
| Counter-claims, contra-charges and set-off | 2 |
| Organisation of the Engineer's site staff | 2 |
| Organisation of the Contractor's site staff | 2 |
| Responsibility for design and safety | 2 |
| Sub-Contracting: Contract requirements: Domestic and nominated | 2 |
| Disputes | |
| Housing Grants Construction and Regeneration Act 1996 (amended 2011) | 2 |
| Scheme for Construction Contracts Regulations 1998 (amended 2011) | 2 |
| <u>ICC Design and Construct - Principal differences from ICC Measurement Version</u> | |
| Clause 1(1) Definitions | 2 |
| Clause 2 Employer's Representative | 2 |
| Clauses 5, 6, 11 Information and interpretation | 2 |
| Clause 8 Contractor's obligations | 2 |
| Clauses 12, 13 Adverse conditions and Instructions | 2 |
| Clauses 51, 52 Alterations and Valuation | 2 |
| <u>ICC Model Conditions of Contract – Other Forms</u> | |
| ICC Conditions of Contract Design and Construct | 2 |
| ICC Conditions of Contract Minor Works | 2 |
| ICC Conditions of Contract Term Version | 2 |
| ICC Conditions of Contract Target Cost Version | 2 |
| CECA Form of Sub-contract (Blue Form) | 2 |
| Selection of ICC Contract Conditions Form – compare risks and responsibilities | 1 |

| Subject | Standard |
|--|-----------------|
| <u>NEC 3 CONTRACTS</u> | |
| NEC 3 Engineering and Construction Contract | |
| Main Options A to F – main features and respective advantages | 1 |
| Secondary Options X1 – X7, X12 – X18, X20, Y (UK) 2, Y (UK) 3, Z | 1 |
| Works Information | 1 |
| Site Information | 1 |
| Contract Data: Part 1 | 1 |
| Contract Data: Part 2 | 1 |
| Section 1 – General | 2 |
| Clause 11.2 Definitions | 2 |
| Clause 14(2) Delegation of responsibilities: | 2 |
| Clause 16 Early Warning: | 1 |
| Section 2 – The Contractor’s main responsibilities | 2 |
| Clause 23, 11.2(7) Design of Equipment | 1 |
| Clauses 23, 27 Responsibility for design and safety | 1 |
| Section 3 – Time | 2 |
| Clause 30 Starting, Completion and Key Dates | 1 |
| Clauses 31, 32 Programme and Revisions | 1 |
| Clauses 30.2, 35 Certification and Take Over | 1 |
| Section 4 – Testing and Defects | 1 |
| Clause 43.3 Defects Certificate | 2 |
| Section 5 – Payment (Main Options A to F) | 1 |
| Clauses 50.5, 51 Payment Certificates | 2 |
| Section 6 – Compensation Events | |
| Clause 60 Compensation Events (notifying, assessment) | 1 |
| Clause 61 Notifying compensation events | 1 |

| Subject | Standard |
|--|-----------------|
| Clause 62 Quotations for compensation events | 1 |
| Clauses 63, 64 Assessing compensation events | 1 |
| Schedule of Costs Components | 1 |
| Shorter Schedule of Contract Components | 1 |
| Section 8 – Risk and Insurance | 2 |
| Section 9 – Termination | 2 |
| Dispute Resolution – W1 and W2 | 2 |
| General Topics | |
| Organisation of the Supervisor's site staff | 2 |
| Organisation of the Contractor's site staff | 2 |
| Duties and responsibilities of the Project Manager | 2 |
| Duties and responsibilities of the Supervisor | 2 |
| Other NEC3 Contracts | |
| Engineering and Construction Sub-contract | 2 |
| Engineering and Construction Short Contract | 2 |
| Engineering and Construction Short Sub-contract | 2 |
| Professional Services Contract | 2 |
| Term Service Contract | 2 |

ICE Dispute Resolution Examinations

Syllabus for ICE Adjudicator's Qualifying Examination

Candidates are expected to have a 'Working Knowledge' of the topics in the Syllabus demonstrated by competence in the application of the principles involved.

A question may be devoted to a single topic in the Syllabus.

Candidates are strongly advised to read any Guidance Notes associated with the various Conditions of Contract and Procedures

| Subject | |
|---|--|
| Syllabuses for Modules 1, 2 and 3 | |
| Dispute Resolution Framework | |
| Housing, Grants, Construction and Regeneration Act 1996 Part II as amended by the Local Democracy, Economic Development and Construction Act 2009 | |
| Scheme for Construction Contracts Regulations 1998 as amended 2011 | |
| Exclusion Orders | |
| Leading cases on Adjudication | |
| ICE Adjudication Procedure 2011 | |
| Enforcement of Adjudicator's Decision | |
| NEC3 Adjudicator's Contract | |
| Understanding of the Practice of Adjudication | |
| Identifying the contract, written and oral | |
| Identifying the dispute and dealing with multiple disputes | |
| Fairness, impartiality, natural justice and efficiency | |
| Practical constraints and difficulties | |
| Dealing with challenges to jurisdiction | |
| Setting the timetable, rights of reply and new evidence | |
| Dealing with evidence, meeting, experts, own knowledge | |
| Fees, Adjudicator's contract, payment and lien | |
| Methods of assessment | |

| | |
|---|--|
| Subject | |
| Implications of leading cases | |
| Decision Writing | |
| Ability to write a concise, clear, reasoned, severable and enforceable Decision | |

ICE Dispute Resolution Examinations

Syllabus for ICE Arbitrator's Endorsement Examination

Candidates are expected to have a 'Working Knowledge' of the topics in the Syllabus demonstrated by competence in the application of the principles involved.

A question may be devoted to a single topic in the Syllabus.

Candidates are strongly advised to read any Guidance Notes associated with the various Conditions of Contract.

| Subject | |
|---|--|
| <u>GENERAL</u> | |
| Promotion, Tendering Procedure and Documentation | |
| Authority for the Project; client and project manager's investigations | |
| Bills of Quantities, Methods of Measurement CESMM4 | |
| Tender Pricing Methods | |
| Alternative tenders and the Assessment of tenders | |
| Acceptance of tenders and Notification of results | |
| Formalities and forming the Contract | |
| Miscellaneous | |
| Construction (Design and Management) Regulations 2007 (CDM) | |
| Letters of intent, Cash flow, Collateral warranties, Working Rule Agreement | |
| Disputes | |
| Housing Grants Construction and Regeneration Act 1996 (amended 2011) | |
| Scheme for Construction Contracts Regulations 1998 (amended 2011) | |
| Exclusion Orders | |
| Arbitration Act 1996 | |
| Leading cases on Arbitration | |
| Leading cases on Adjudication | |
| ICE Arbitration Procedure 2011 | |

| | |
|---|--|
| Subject | |
| ICE Adjudication Procedure 2011 | |
| ICE Mediation / Conciliation Procedure 2011 | |
| Enforcement of Adjudication Decision | |
| | |
| <u>CONDITIONS OF CONTRACT</u> | |
| Candidates are expected to have a ‘Working Knowledge’ of the topics in the principal Conditions of Contract as required for Module 3, namely | |
| ICC Conditions of Contract Measurement Version | |
| NEC 3 Engineering and Construction Contract | |
| Candidates are expected to be familiar with the topics in the other Conditions of Contract as required for Module 3, namely | |
| ICC Model Conditions of Contract – Other Forms | |
| ICC Design and Construct | |
| ICC Conditions of Contract Design and Construct | |
| ICC Conditions of Contract Minor Works | |
| ICC Conditions of Contract Term Version | |
| ICC Conditions of Contract Target Cost Version | |
| CECA Form of Sub-contract (Blue Form) | |
| NEC3 Contracts – Other Forms | |
| Engineering and Construction Sub-contract | |
| Engineering and Construction Short Contract | |
| Engineering and Construction Short Sub-contract | |
| Professional Services Contract | |
| Term Service Contract | |
| Adjudicator’s Contract | |

| | |
|---|---|
| Section 1: The Law of Contract | |
| Module 1 and 2 | |
| <u>Formation of the Contract</u> | |
| Offer and Acceptance | |
| | |
| Pharmaceutical Society of Great Britain v Boots Cash Chemists (Southern) Limited (1953, C.A.) | Display on shelf not an offer |
| Carlill v Carbolic Smoke Ball Co. (1893, C.A.) | Advert for reward amounted to an offer |
| Brogden v Metropolitan Railway (1877, HL) | Acceptance by performance |
| Jones v Daniel (1894) | Acceptance must exactly fit offer |
| Butler Machine Tool Co. Ltd. v Ex-Cell-o Corporation (England) Ltd. (1979, C.A.) | Battle of the forms |
| Tekdata Interconnections Ltd v Amphenol Ltd [2009] EWCA Civ 1209 (CA) | |
| LIDL UK GmbH v Hertford Foods Ltd [2001] EWCA Civ 938 | |
| Adams v Lindsell (1818) | Acceptance by post on posting |
| Felthouse v Bindley (1862) | Acceptance must be communicated |
| G Percy Trentham v Archital Luxfer Ltd (1992, C.A.) JD Cleverly Ltd v Family Finance Ltd [2010] EWCA Civ 1477 (CA) | Acceptance by conduct – The test of necessity |
| Entores v Miles Far East Corp [1955] 2 QB 327; [1995] 2 All ER 493 | Postal rule does not apply to ‘instantaneous communications’ such as telex. |
| The Brimnes [1975] QB 929; [1974] 3 All ER 88 | Withdrawal effective on receipt of telex not when read |
| Brinkibon Ltd v Stahag Stahl GmbH [1983] 2 AC 34; [1982] 1 All ER 293 | Communication |
| Hyde v Wrench (1840) | Counter offer destroys offer |
| Dickinson v Dodds (1876) | Revocation |
| Quenerduaine v Cole (1883) | Lapse of Time |
| Scammell v Ouston (1941, H.L.) | No Contract because of uncertainty – |

| | |
|---|--|
| May & Butcher Ltd v The King [1929] UKHL2 (HL) | Essential terms |
| Harvela Investments Ltd v. Royal Trust Co. of Canada [1986] AC 207. | Tender |
| Blackpool and Fylde Aero Club v. Blackpool BC [1990] 3 All ER 25. | Tender |
| L'Estrange v F Graucob Limited [1934] 2 KB 394 Autoclenz Ltd v Belcher [2011] UKSC 41 (SC) | Totally written terms. |
| Consideration | |
| Tinsley v Milligan [1993] UKHL 3 (HL) | The courts will not encourage illegal acts by allowing claims based upon them. |
| Currie v Misa (1875) | Consideration must be valuable |
| Tweddle v Atkinson (1861) | Consideration must move from Plaintiff |
| Roscorla v Thomas (1842) | Past consideration is no consideration |
| Lampleigh v Brathwait (1615) | Service done at request of promisor |
| Stilk v Myrick (1809) | No new consideration |
| Hartley v Ponsonby (1957) | Consideration provided under new contract |
| Williams v Roffey Bros & Nicholls (Contractors) Limited (1991) 1 QB1; (1990) 2WLR 764 | Performance of contractual duty |
| Pinnel's Case (1602) | Payment of a lesser sum cannot be in satisfaction for a larger debt |
| Foakes v Beer (1884, H.L.) | Payment of a lesser sum cannot be in satisfaction for a larger debt |
| D & C Builders Ltd. V Rees (1966, C.A.) | Payment of a lesser sum cannot be in satisfaction for a larger debt |
| Hughes v Metropolitan Railway Co. (1877 H.L.) | Equitable Estoppel |
| Intention to Create Legal Relations | |
| Balfour v Balfour (1919, C.A.) | Agreement between husband and wife not a contract |
| Rose and Frank Co. v Crompton (1925, H.L.) | Express term providing that arrangement not a legal agreement |
| Appleson v Littlewood (1939, C.A.) | Binding in honour only |
| RTS Flexible Systems Ltd v Molkerei Alois Muller GmbH & Company KG (UK Production) [2010] | Change in intention |

| | |
|--|---|
| UKSC14 (SC) | |
| <u>Contract Terms</u> | |
| Express Terms | |
| Edwards v Aberayron Mutual Ship Insurance Society Limited (1876) | Incorporation of referred document |
| Skips A/S Nordheim v Syrian Petroleum Co. Ltd (The Varena) [1983] (CA) | |
| Henderson v Arthur (1907, C.A.) Shogun Finance Ltd v Hudson [2003] UKHL 62 (HL) | Parol evidence rule |
| Joscelyne v Nissen (1970, C.A.) | Parol evidence rule does not apply to rectification |
| Pym v Campbell (1856) | Parol evidence rule does not apply to show contract does not yet operate or has ceased to operate |
| Hutton v Warren (1836) | Parol evidence rule does not apply re evidence of custom |
| Malpas v London & S.W. Rail Co. (1866) | Parol evidence rule does not apply re incompleteness |
| Hutton v Watling (1948, C.A.) | Parol evidence rule does not apply re incompleteness |
| Schawel v Reade (1913, H.L.) | Representation compared to contractual terms, strength of Statement |
| Bannerman v White (1861) | Representation compared to contractual terms, Importance of Statement |
| Dick Bentley Productions Limited v Harold Smith Motors Limited (1965, C.A.) | Representation compared to contractual terms, relative degrees of knowledge |
| De Lassalle v Guildford (1901, C.A.) | Collateral contract |
| Shanklin Pier Ltd. V Detel Products Ltd. (1951) | Collateral contract with 3 rd Party |
| Hong Kong Fir Shipping Co. Ltd. V Kawasaki Kisen Kaisha Limited (1962, C.A.) | Conditions, Warranties – consider result of breach |
| The Mihalis Angelos (1971, C.A.) | |
| The Hansa Nord (1976, C.A.) | Intermediate terms |
| Implied terms | |
| The Moorcock (1889, C.A.) | |

| | |
|--|--|
| Attorney General of Belize v Belize Telecom Ltd [2009] UKPC 10 (PC) | |
| Shirlaw v Southern Foundries (1926) Ltd, (1939,C.A.) | Officious bystander test |
| Hutton v Warren (1836) | Terms implied by custom |
| Baker v Black Sea & Baltic General Insurance Company Ltd [1998] UKHL 18 (HL) | |
| Exemption Clauses | |
| Edwards v Aberayron Mutual Ship Insurance Society Limited (1876) | Incorporation of referred document |
| Parker v South Eastern Railway (1877, C.A.) | Notice |
| British Crane Hire Corporation Ltd. V Ipswich Plant Hire (1975, C.A.) Limited (1975, C.A.) | Clauses common in the business |
| Baldry v Marshall (1925, C.A.) | Contra Proferentem Rule |
| Tam Wing Chuen v Bank of Credit & Commerce Hong Kong Ltd (in liquidation) Co (Hong Kong) [1996] UKPC 69 (PC) | |
| Photo Production Ltd. V Securicor Transport Ltd. (1980, H.L.) | |
| Homburg Houtimport BV v Agrosin Private Ltd (“The Starsin”) [2003] UKHL 12 (HL) | |
| Curtis v Chemical Cleaning and Dyeing Co. (1951, C.A.) | Misrepresentation |
| Evans (J.) & Son (Portsmouth) Ltd. V Andrea Merzario Ltd. (1976, C.A.) | Overriding oral undertaking |
| Andrews v Hopkinson (1957) | Collateral Contract |
| Scruttons Ltd. V Midland Silicones Ltd. (1962, H.L.) | Third parties and exemption clauses |
| <u>Defects within a Contract</u> | |
| Misrepresentation | |
| Bisset v Wilkinson (1927, P.C.) | Must be of fact not opinion |
| Smith v Land and House Property Corporation (1884,C.A.) | Opinion based on fact |
| Edgington v Fitzmaurice (1885, C.A.) | Fact not intention |
| Fletcher v Krell (1873) | Generally silence is not misrepresentation |
| Derry v Peek (1889, H.L.) | Narrow meaning of fraud |

| | |
|--|---|
| Hedley Byrne & Co. Ltd. V Heller & Partners Ltd. (1964, H.L.) | Negligent misrepresentation in tort |
| Mistake | |
| Shogun Finance Ltd v Hudson [2003] UKHL 62 (HL) | Mistaken Identity |
| Great Peace Shipping Ltd. v Tsavlis (International) Ltd [2002] EWCA Civ 1407 (CA) | Mutual Mistake |
| Food Corporation of India v Antclizo Shipping Corporation (The Antclizo) [1987] (CA) | Mutual Misunderstanding |
| Bell v Lever Bros. (1932, H.L.) | As to quality |
| Great Peace Shipping Ltd v. Tsavlis Salvage (International) Ltd [2002] 3 WLR 1617 | Equitable remedy of rescission |
| <u>Privity of Contract</u> | |
| Dunlop v Selfridge (1915, H.L.) | |
| <u>Discharge of Contract</u> | |
| Performance | |
| Cutter v Powell (1795) | Entire contracts |
| Ritchie v Atkinson (1808) | Severable contract |
| Planché v Colburn (1831) | Prevention of performance |
| Hoenig v Isaacs (1952, C.A.) | Substantial performance |
| Bolton v Mahadeva (1972, C.A.) | Substantial performance |
| Startup v Macdonald (1843) | Tender of performance |
| Rickards (Charles) Ltd. V Oppenheim (1950, C.A.) | Time of the essence |
| British Waggon Co. v Lea (1880) | Vicarious performance |
| Southway Group Ltd. V Wolff (1991, C.A.) | Personal performance/sub-contracting |
| Agreement to discharge or vary a contract | |
| Berry v Berry (1929) | Formality of variation |
| Frustration | |
| Taylor v Caldwell (1863) | Subject matter destroyed |
| Davis Contractors Ltd. V Fareham UDC (1956, H.L.) | Contract radically different |
| McAlpine Humberoak v McDermott International (1992, C.A.) | No frustration by events occurring prior to execution of contract |

| | |
|---|--|
| Breach | |
| Johnson v Agnew (1980, H.L.) | |
| Photo Production Ltd. V Securicor Transport Ltd. (1980) | |
| Frost v Knight (1872) | Anticipatory breach |
| White and Carter (Councils) Ltd. V McGregor (1962, H.L.) | Anticipatory breach |
| Thornton v Abbey National (1993, C.A.) | Defendant deriving advantage from own breach |
| Remedies | |
| Hadley v Baxendale (1854) | Remoteness of Damage |
| Diamond v Campbell-Jones (1961) | Remoteness of Damage |
| Cottrill v Steyning and Littlehampton Building Society (1966) | Remoteness of Damage |
| Jackson v Royal Bank of Scotland [2005] UKHL 3; [2005] 2 All ER 71 | Remoteness of Damage |
| W.L. Thompson Ltd. V Robinson Gunmakers Ltd. (1955) | Quantification |
| Charter v Sullivan (1957, Q.B.) | Quantification |
| Chaplin v Hicks (1911, C.A.) | Speculative Damages |
| British Westinghouse Co. v Underground Electric Rys. Co. of London (1912) | Mitigation |
| Pilkington v Wood (1953) | Mitigation |
| Alfred McAlpine Capital Projects v Tile Box Ltd (2005) | Penalty Clauses |
| Murray v Leisureplay Plc [2005] EWCA Civ 963 (CA) | |
| Ryan v Mutual Tontine Association (1893, C.A.) | Specific performance not available in contracts which require constant supervision |
| Davis Contractors Ltd. V Fareham U.D.C. (1956, H.L.) | Quantum meruit |
| Strickland v Turner (1852) | Quasi contract |

| | |
|--|--|
| Rice v Great Yarmouth BC (Times 30.06.2000) | Breach of important terms necessary for the operation of termination provisions |
| British Sugar Plc v NEI Power Projects Ltd CA 8 Oct 1997 | Meaning of consequential damages |
| Ruxley Electronics and Construction Ltd v Forsyth [1996] AC 344; [1995] 3 All ER 268 | Recovery of non-pecuniary losses (loss of amenity). |
| Farley v Skinner [2001] UKHL 49; [2002] 2 AC 732 | Recovery of non-pecuniary losses for breach of contract (loss of amenity/enjoyment). |

| | |
|--|---|
| Section 2: The Law of Tort | |
| Modules 1, 2 and 3 | |
| <u>The Nature of Tort</u> | |
| Breach of Statutory Duty | |
| Atkinson v Newcastle and Gateshead Water Works Co (1877) | No liability when no penalty in the Act This may perhaps more accurately be summarised as giving the proposal that the statute did not create a right of private law action and the court would consider the purpose of the act when considering what actions may arise under it |
| <u>Negligence</u> | |
| The Elements of Negligence: Duty of care, breach of duty, damage, causation, foreseeability | |
| Donoghue v Stevenson (1932 AC 562) | Neighbourly principle outlined – Principles as per Lord Atkin |
| Home Office v Dorset Yacht Co (1970, H.L.) | |
| Brentwood v Murphy (1990 H.L.) | Local Authority owes no duty of care to third parties when passing plans. |
| Fowler v Lanning (1959, Q.B) | Person liable must have committed act coupled with particular mental state. * this contention applies only in matters of trespass* |
| Best v Samuel Fox & Co Ltd (1952) | No damage without violating a right. |
| Electrochrome Ltd v Welsh Plastics Ltd (1968) | A person cannot receive compensation on the basis of damage suffered by someone else. |
| Proximity | |
| Sutherland Shire Council v Heyman (1985) 60 ALR1 | Proximity involves a notion of nearness or closeness between the persons or directness of causal connection to the loss |

| | |
|---|--|
| Caparo Industries plc v Dickman [1990] 2 AC 60 | In addition to the need for foreseeability there should exist a relationship of proximity such that a court will consider it fair & reasonable to impose a duty of care |
| Foreseeability | |
| Roe v Minister of Health (1954) | Was the injury foreseeable? |
| Wagon Mound (2) | |
| Causation | |
| Barnett v Chelsea Hospital Management Committee (1969) | Defendant's breach must cause damage |
| McWilliams v Arrol (1962) | 'But for' test. |
| Kuwait Airways Corp v Iraq Airways Co [2002] 2 AC 883 | 'But for' test need not be satisfied in cases involving multiple wrongdoers |
| Standard of Care | |
| Wells v Cooper (1958) | This case provides the opposite contention, ie a householder carrying out repairs has been held to have to conform to the standards of a reasonable tradesman |
| Bolam v Friern Hospital Management Committee (1957) | Defendant does not have to be best in field but must follow established practices. . A doctor is not guilty of negligence if he has acted in accordance with a practice accepted as proper by a responsible body of medical men skilled in that particular art |
| Trustees of Ampleforth Abbey Trust v Turner & Townsend [2012] EWHC 2137 | Re-state Bolam test but apply to anyone |
| Bolton v Stone (1951) | Greater the risk greater the care required. . * no liability where it was reasonable to ignore a small risk |
| Glasgow Corporation v Taylor (1922) | More care may be needed to protect children. |
| Watt v Hertfordshire CC (1952) | Sometimes necessity may justify taking what otherwise would be an unnecessary risk. |
| Thompson v Home Office [2001] EWCA Civ 331 | The risk has to be weighed against the benefit arising from the action |

| | |
|--|---|
| Negligent Misstatement | The rule in Hedley Byrne v Heller & Partners |
| Hedley Byrne v Heller & Partners (1964) | Liability for careless statement causing economic loss. Special relationship upon which reliance is placed. |
| <u>Defences</u> | |
| Contributory Negligence | |
| Law Reform (Contributory Negligence) Act (1945) | Liability is proportioned between Plaintiff & Defendant |
| Froom v Butcher (1976) | Failure to wear a seat belt. |
| O'Connell v Jackson (1971) | Motor cyclist failing to wear crash helmet is contributory negligence. |
| Sayers v Harlow UDC (1958) | Plaintiff injured when trying to climb out of a public toilet. |
| Jones v Boyce (1816) | Plaintiff does not contribute if he makes a reasonable decision in the agony of the moment. |
| Anderson v Newham College of Further Education [2002] EWCA Civ 505 | If the evidence shows 100% liability lies with the Claimant, no liability falls on the defendant. If not, the court will consider the extent of the Claimant's responsibility |
| Novus actus interveniens | |
| McKew v Holland, Hannen and Cubitts (1969) | Employee injured at work made injury worse when descending stairs at his house. Defendant not liable for further damage. |
| Barings plc (in liquidation) v Coopers Lybrand [2003] EWHC 1319 | Where there are two causes of loss, one reckless the other negligent, the reckless will ordinarily be treated as the sole cause of loss |
| Volenti non fit injuria | |
| Simms v Leigh Rugby Football Club (1969) | Injuries obtained in dangerous sport not actionable. this case applies more closely to liability under Occupiers Liability * |
| Cutler v United Dairies (1933 2KB 297) | The danger had passed and the claimant was held to have accepted the risk involved in the rescue |

| | |
|--|---|
| Letang v Ottawa Electric Rly Co [1926] AC 725 | To succeed the defendant must show the claimant freely and voluntarily with full knowledge of the nature & extent of the risk, impliedly agreed to incur it |
| Nettleship v Weston [1971] 2 QB 691 | Nothing will suffice short of an agreement to waive any claim for negligence |
| Others | |
| Bradford Corp. v Pickles (1895) | No liability if no tort committed. |
| Stephens v Anglian Water Authority [1987] 1 WLR 1381 | No liability when the Defendant had an unqualified right to extract water |
| <u>Remedies</u> | |
| Injunctions | |
| Damages | |
| Mitigation of loss | |
| Remoteness of damage | |
| The Wagon Mound (Nr. 1) (1961) | Defendant only liable for type of damage, which was reasonably foreseeable. |
| The Wagon Mound (No.2) [1967] 1 AC 617 | However once foreseeability is established, liability is established irrespective of the likelihood of the damage occurring |
| Hughes v Lord Advocate (1963) | Only type of damage needs to be reasonably foreseen. Nature and extent do not. |
| Jolley v Sutton LBC [2000] 1 WLR 1082 | As above |
| Vacwell Engineering v BDH Chemicals (1961) | Extent of damage not foreseen but not too remote. |
| Smith v Leech Brain (1962) | The defendant must take the victim as he finds him (Eggshell rule). |
| Greater Nottingham Co-Op v Cementation Foundation & Engineering Co. (1989) | Liability in Tort no greater than that in Contract. |
| Policy considerations* | |
| Economic loss | |
| Spartan Steel and Alloys Ltd v Martin & Co (Contractors) Ltd (1972) | Compensation for melt in progress but not those stopped. |
| Murphy v Brentwood DC (1990) | Not normally recoverable. |

| | |
|--|---|
| Hedley Byrne v Heller & Partners | Recoverable when reliance on special relationship. |
| D& F Estates Ltd v Church Commissioners [1989] AC 177 | No recovery for pure economic loss |
| Nitrogin Eireann Teoranta v Inco Alloys Ltd [1992] 1 WLR 498 | No liability for repair costs |
| Limitation of Actions | Limitation Act 1980; Latent Damage Act 1986; When cause of action arises; Limitation periods |
| Exemption | |
| Smith v South Wales Switchgear (1978) 1 All ER 18, HL | Terms were incorporated but were inapt to exclude liability for Def's own negligence |
| | |
| <u>Nuisance</u> | |
| Rule in Rylands v Fletcher | |
| Rylands v Fletcher (1868) 3HL 330 | Strict liability. Where a person keeps anything on his land likely to cause mischief if it escapes |
| Charing Cross Electricity Supply Co v Hydraulic Power Co (1914) | Does not depend on ownership of land but plaintiff must have some interest in it. |
| Cambridge Water Co Ltd v Eastern Counties Leather plc [1994] 22 AC 264 | No liability for damage of a type which could not reasonably be foreseen |
| Private Nuisance | |
| Robinson v Kilvert (1889) 41 ChD | An interference, which alone causes harm to something of abnormal sensitiveness, does not of itself constitute a nuisance. |
| Fay v Prentice (1845) 1 CB 828 | A right to commit a private nuisance may in certain circumstances be acquired by prescription as an easement. |
| Defences | |
| Law Reform (Contributory Negligence) Act (1945) | |
| Nichols v Marslands (1876) | Act of God. ** note this is the only case where Act of God provides a defence – may rely on the judgment of a jury - see Greenock below |

| | |
|---|---|
| Greenock Corp v Caledonian Rly [1917] AC 556 | Nichols doubted |
| Rickards v Lothian (1913) | Escape due to wrongful act of a stranger. |
| Peters v Prince of Wales Theatre (Birmingham) Ltd (1943) | Damage caused by artificial works done for common benefit of plaintiff and defendant. No liability where a party consents to a dangerous thing being brought to a place where it might cause harm if it escapes unless he can show negligence |
| Goldman v Hargrave [1967] 1 AC 645 | PC held landowner liable to abate a fire started naturally by lightening |
| Leakey v National Trust [1980] QB 485 | As above, liable for collapse of slip of hill |
| Bybrook Barn Centre v Kent CC [2001] BLR 55 | Local Authority liable for flooding caused by inadequate culvert |
| Davey v Harrow Corp. (1957) | Nuisance will lie where tree branches or roots extend to other's land |
| Private Nuisance | |
| Campbel lv Paddington BC (1911) Attorney General v Gastonia Coaches (1976) | Tort only actionable if individual suffered damages over and above public as a whole. |
| Jan de Nul (UK) v NV Royal Belge [2000] 2 LLR 700 | See above |
| Halsey v Esso Petroleum (1961) | Individual may sue for personal injury when there was an excess of noise, smell and fumes from a business. |
| Hunter v Canary Wharf Ltd [1997] AC 655 | Upholds test that interest in land is necessary to found case in nuisance |
| Milller v Jackson [1977] QB 966 | Nuisance is actionable even where the claimant comes to the nuisance |
| Christie v Davey (1893) | Acts done deliberately to annoy will be a nuisance |
| Public Nuisance | |
| Attorney General v Gastonia Coaches (1976 The Times) | Coaches parked on highway inevitably interfered with free passage of traffic. |

| | |
|--|---|
| Wringe v Cohen (1940) | Dangerous property near highways. Liability whether he knew or ought to have known of the danger |
| Castle v St Augustine's Links (1922) | Damage sustained from golf ball. |
| Defences | |
| Bradford Corp. v Pickles (1895) | Nuisance arose from lawful use of land. |
| Allen v Gulf Oil Refining Oil [1981] AC 1001 | By necessary implication the Act authorising purchase of the land for the refinery authorised its operation |
| | |
| Bliss v Hall (1838) | Plaintiff does not imply consent when coming to premises knowing of the nuisance. |
| Statutory Nuisance | |
| <u>Dangerous Premises</u> | |
| The Position at Common Law | |
| Cook v Broderip (1968) | Occupier not liable for contractor's negligence under OLA 1957 s2(4)(b) |
| | |
| O'Connor v Swan Edgar Ltd (1963) 107 SJ | Occupier not liable for injuries caused by contractor |
| Phipps v Rochester Corp (1955) | Volenti available to occupier. Special care needed for children. |
| British Railways Board v Harrington (1972) 1All ER 749 | |
| Gough v National Coal Board | Not necessary to prop that part of the coal face being excavated [Mines & Quarries Act 1957] |
| Billings (AC) & Sons Ltd v Riden (1958) | Duty can be discharged by erecting notices, fences or guards. |
| Ashdown v Samuel Williams & Son Ltd [1957] 1 QB 409 | Liability can be exclude liability by erecting notice in common law case |
| White v Blackmore [1972] 2 QB 651 | For distinction between excluding a duty and satisfying it by a warning |

| | |
|--|--|
| The Occupiers Liability Act 1957 | Who is the Occupier; common duty of care; nature of damage recoverable; defences: contributory negligence, effect of knowledge of danger; lawful visitors. Under contract, invitees; persons other than invitees; occupier's liability for independent contractors, trespassers. |
| The Occupiers Liability Act 1984 | Damages for trespassers Occupier liable if (a) he knows or has reasonable grounds to believe of the existence of danger on his land (b) he knows or has reasonable grounds to believe the trespasser is in vicinity of the danger or is likely to come to it and (c) the risk is one which in all the circumstances, he may reasonably be expected to offer some protection |
| White v St Albans CC (1990) | No liability if reasonable knowledge of trespassers. |
| Swain v Puri [1996] PIQR P442 | Claimant has to show D had actual knowledge of facts which would lead reasonable person to the requisite conclusions |
| <u>Employer's Liability</u> | |
| Employer's Liability to Third Parties | |
| Vicarious Liability | Vicarious liability, its nature, employee distinguished from independent contractor, acts carried out in course of employment. |
| Limpus v London General Omnibus Co (1862) | An employer is vicariously liable for torts of employees committed in course of employment. |
| Kay v ITW Ltd [1968] 1 QB 140 | Even if the act is unauthorised cf <i>Beard</i> below |
| Beard v London General Omnibus Co (1990) | But not if not during course of employment. |
| Rose v Plenty (1976) | Liable if employee acts in course of employment even if contrary to instructions. |

| | |
|--|--|
| Twine v Bean's Express (1946) | But not if instruction forbids certain types of duty. |
| Hilton v Thomas Burton (Rhodes) Ltd (1961) | Not if employee "on a frolic" |
| Mersey Docks & Harbour Board v Coggins & Griffith (Liverpool) Ltd (1947) | Employer who is responsible for workers will be vicariously liable. |
| Kealey v Heard (1983) | Owner can be liable if he does not supervise independent contractors properly. |
| Employer's Common Law duties to Employees | Competent staff of man, proper plant, appliances and premises, safe system of work, contributory negligence. |
| Jones v Lee & Another (1980) ICR 310 | Wrongful dismissal occurs when insufficient notice is given. |
| Addis v Gramophone Co (1909) AC 488 | Damages not affected by motive of Employer Motive is a relevant in assessment of damages in tort but not in contract |
| Employee's duties to Employer | Duty to take reasonable care |
| Liverpool CC v Irwin (1977) AC 239 | LL has a duty to take reasonable care to maintain means of access in reasonable repair, tenants have responsibilities of a reasonable set of tenants |
| Laws v London Chronicle (1959) 1WLR 698 | One act of disobedience can justify summary dismissal. |
| Employer's Liability for Independent Contractors | |
| Kealey v Heard (1983) | Owner liable for tort of independent contractor due to lack of providing supervision. |

| | |
|--|--|
| Case List for Module 3 | |
| General Principle | |
| Wells –v- Army and Navy Co-operative Society (1902) 86 LT 764 | |
| Incorporation of Method Statement | |
| Yorkshire Water Authority -v- Sir Alfred McAlpine & Son (Northern) Limited (1985) 32 BLR 114. | |
| Provision of Information to contractor - enabling contractor to complete in accordance with its programme | |
| Neodox Limited -v- The Mayor Alderman & Burgesses of the Borough of Swinton and Pendlebury (1958) 5 BLR 38. | |
| Glenlion Construction Limited -v- The Guinness Trust (1988) 39 BLR 89. | |
| Implied Terms | |
| London Borough of Merton -v- Stanley Hugh Leach (1985) 32 BLR 51. | |
| Engineer - Agent or Independent Certifier - Power of Court to Review | |
| Balfour Beatty Civil Engineering Limited -v- Docklands Light Railway (1996) 78 BLR 42. | |
| Tarmac Construction Limited -v- Esso Petroleum Limited (1996) 51 Con LR187. | |
| John Barker Construction Limited -v- London Portman Hotel Limited (1996) 50 Con LR43. | |
| Lubenham Fidelities & Investment Co Ltd -v- South Pembrokeshire District Council and Another (1986) 33 BLR 39. | |
| Pacific Associates -v- Baxter (1988) 44 BLR 33. | |
| Liquidated Damages and Extensions of Time | |
| Peak Construction (Liverpool) Ltd -v- McKinney Foundations Ltd (1970) 69 L.G.R. 1. | |
| Balfour Beatty Building Ltd -v- Chestermount Properties Ltd (1993) 62 BLR 1. | |
| Phillips - v - Attorney General of Hong Kong | |
| Alfred McAlpine Capital Projects v Tilebox Ltd, Part 5 (2005) BLR 271. | |
| Global Claims | |
| | |
| | |
| | |
| | |

Henry Boot Construction (UK) Ltd v Malmaison Hotel (Manchester) Ltd (1999) 70 ConLR 32 (TCC)

City Inn Limited v Shepherd Construction Limited [2006] CSOH 94

Adyard Abu Dhabi v SD Marine Services [2011] EWHC 848 Comm

Walter Lilly & Co Ltd v Mackay [2012] EWHC 1773 (TCC), [2012] All ER (D) 213 (Jul).

Quantum Meruit

British Steel Corporation -v- Cleveland Bridge and Engineering Co Limited (1983) 24 BLR 94.

Costain Civil Engineering v. Zanen Dredging and Contracting Company Ltd (1996) 85 BLR 85.

ERDC Group v Brunel University. CILL 2348 (2006).

Variations

Amec Building Limited -v- Cadmus Investments Co Limited (1996) 51 Con LR105.

English Industrial Estates Corp -v- Kier Construction (1991) 56 BLR 93.

Henry Boot Construction Ltd v. Alstom Combined Cycles Ltd Part 6 (2000) BLR 274 CA

Frustration

Davis Contractors Ltd -v- Fareham Urban District Council [1956] A.C. 696.

Clause 12 of the ICC Conditions of Contract

Humber Oil Terminals Trustee Ltd -v- Harbour and General Works (Stevin) Ltd (1991) 7 Const LJ 333.

Physical Impossibility

Turriff Ltd -v- Welsh National Water Development Authority (1979) 32 BLR 117.

Implication of a Term of Fitness for Purpose in Construction Contracts

Rotherham Metropolitan Borough Council -v- Frank Haslam Milan & Co Limited and M J Gleeson (Northern) Limited (1996) 78 BLR 1.

(now CECA Form of Sub-Contract)

Mooney -v- Henry Boot Construction Limited and Balfour Beatty Construction Limited -v- Kelston Sparkes Contractors Limited (1996) 80 BLR 66.

Existence of a Dispute

Cruden Construction Ltd v Commission for New Towns (1994). 75 BLR 134

Amec Civil Eng. Ltd v Secretary of State for Transport (CoA) Part 5 (2005) BLR 227

| | |
|--|--|
| Adjudication | |
| Macob Civil Engineering v. Morrison Construction Ltd. (1999) BLR 93, TCC | |
| <i>Bouygues (UK) Ltd v Dahl-Jensen (UK) Ltd [2000] BLR 49, [2000] BLR 522.</i> | |
| <i>Aveat Heating Ltd v Jerram Falkus Construction Limited [2007] EWHC 131 (TCC), 113 Con LR 13 [2007].</i> | |

Recommended Reading List

| Law | | |
|---|--------------------------------|-----------------------------------|
| Title | Author | Publisher |
| English Law | Keenan D. | Pitman |
| Cheshire Fifoot & Furmston Law of Contract | Furmston M.P. | Butterworth |
| Construction Law | John Uff QC | Sweet and Maxwell |
| Davies on Contract | F R Davies | Sweet and Maxwell |
| More Detailed Reading | | |
| Design Liability in the Construction Industry | D L Cornes | Blackwell Scientific Publications |
| Salmond and Heuston on Law of Tort | Salmond and Heuston | Sweet and Maxwell |
| Civil Engineering Claims | Powell-Smith V Stephenson D | Blackwell Scientific Publications |
| Keating on Building Contracts | A May D Keating | Sweet & Maxwell |
| ICE Minor Works Contract - A Users Guide | G Cottam G F Hawker | Thomas Telford Ltd |
| The New Engineering Contract | J A McInnis | Thomas Telford Ltd |
| Health and Safety in Construction: Guidance on the Duties of Construction Professionals | John Barber | Thomas Telford Ltd |

| Law | | |
|---|-----------------------------------|--------------------|
| Title | Author | Publisher |
| Contract Management | | |
| Civil Engineering Procedure | ICE | Thomas Telford Ltd |
| The CESMM4 Handbook | Dr M Barnes | Thomas Telford Ltd |
| CESMM4 Examples | Dr M Barnes | Thomas Telford Ltd |
| Successful Contract Administration | T Boyce | Thomas Telford Ltd |
| Engineering and Construction Risks: A Guide to Project Risk Analysis and Management – Implications for Project Clients and Project Managers | Thompson P Perry J | Thomas Telford |
| Contractual Procedures in the Construction Industry | A Ashworth | Longman |
| Guidance Notes – ICC, Design & Construct and Minor Works | (ACE/CECA) | |
| Tendering for civil engineering contracts in the UK | (ACE/CECA) | |
| Guidance Notes to the NEC3 Engineering and Construction Contract | ICE | Thomas Telford |
| The NEC3 Engineering and Construction Contract: A User's Guide | J Broome | Thomas Telford |
| NEC - Managing Reality Books 1 to 5 | Bronwyn Mitchell and Barry Trebes | Thomas Telford |
| Chitty on Contracts Volumes 1&2 | Beele H | Sweet and Maxwell |
| Keating on NEC3 | Thomas, David | Sweet and Maxwell |

