February 2023

Issued on behalf of the Construction Industry Collective Voice (CICV)

Best Practice Guide

ADVICE TO HELP CONTRACTORS AND SUB-CONTRACTORS IMPROVE THEIR MANAGEMENT OF BUILDING CONTRACTS

FOREWORD

The construction industry in Scotland currently faces a host of considerable challenges, including increased material costs and reduction in work opportunities. When placed alongside ongoing issues over procurement and payment, this creates a very difficult trading environment for all types of businesses.

The recent payment survey conducted by the Construction Industry Collective Voice (CICV) has highlighted some of the industry concerns on a host of matters and, while changes are required at all levels, it's clear that the industry has the opportunity to take control of some issues and fix them itself.

This Best Practice Guide has been prepared by experts in the industry to provide real-life examples of how to improve practice across the whole contractual chain.

Since the CICV was formed, it has always aspired to meet the three Cs – co-operation, collaboration and commitment – and by adopting this guide, industry can do the same and begin to improve the lives of everyone involved.

Alan Wilson
Chair, CICV

Contributors

The CICV is grateful to the many professionals who contributed to this guide:

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CICV also acknowledges the contributions of **Iain Mason**, Director of Membership & Communications at SELECT, and others as set out in the guide itself. If you require further assistance or information, please contact your relevant member organisation.

DOWNLOAD THE SURVEY

The payment and cashflow in construction survey, conducted by the CICV in January 2023, can be **downloaded from the website here**.

CONTENTS

INTRODUCTION

This Best Practice Guide (BPG) has been produced to help contractors and sub-contractors improve the commercial management of building contracts.

Being paid on time and receiving what you're due in full is essential for the survival and growth of every business. The CICV has therefore looked at the most common reasons for payments being delayed and changed and prepared this guide to help you understand how to avoid them.

To help the industry, we've set out a number of areas and advised what we consider to be best practice for each, which you're encouraged to follow to improve payments and cashflow. These areas include:

- **Tender qualifications** – to ensure you understand the importance of resolving tender qualifications prior to entering into contract.
- **Contract amendments** – what to look out for, how to evaluate the impact of amendments and how to qualify tenders accordingly.
- **Payment schedules** – a template to help you establish the cashflow arrangements for each project before entering into a contract.
- **Payment applications** – commentary on ensuring the need for fully detailed and substantiated applications.
- **Payments received and value** – how to add a tab in the payment schedule template.
- **Variations** – looking out for onerous clauses and adopting the practice of "no instruction, no work undertaken."
- **Retentions** – how to check what the contract says and why your retention release shouldn't be tied into the practical completion date of the main contract.
- **Fluctuations** – how to prepare and deal with the unexpected.
- **Notices** – the importance of complying with contractual requirements.
- **Record keeping** – what to keep, for how long and why it's important.
- **Quality/defects** – improving on-site quality by designing it in from the outset and signing up to the Construction Quality Improvement Charter (CQIC) Scotland.
- **Conflict Avoidance Process (CAP)** – what it means and how to adopt it into your business, along with other dispute resolution mechanisms.

The resources on Pages 16&17 also identify webinars and reading material which may help further.

REMEMBER!

The information provided in this document is guidance based on experience and learnings from various sources. Accordingly, it shouldn't be construed as contractual advice from the publisher upon which legal reliance can be made. Separate advice should be taken if required prior to entering into contracts or sub-contracts.

Tender qualifications

It's vital to understand the importance of resolving tender qualifications before entering into a contract.

Provisional sums are often used where there is a lack of clarity over how the item is described or the process of how it will be carried out on site. So keep pressing the employer/contractor for further information on these issues to remove uncertainty.

If provisional sums ***are*** used within the contract, try to ensure they are "defined" provisional sums, i.e. that the scope is known and described when signing.

THE QS FIRM VIEW

As one QS firm told us: *"We would always try to remove all tender qualifications prior to recommending acceptance of a tender. Qualifications should be kept to a minimum to allow the professional quantity surveyor (PQS) to accurately compare tenders on a transparent and like-for-like basis. More often contractors are inserting provisional sums against items – if there is difficulty in obtaining fixed rates for work at tender stage then the provisional sum **MUST** be set at a realistic value."*

Contract amendments

Tenderers must examine all contract amendments and evaluate their implications, pricing the premium of accepting them so that a true picture of what the client requires you to take on is properly understood and evaluated by all parties. Subsequent discussions should then be about whether the client is willing to accept the cost of the risk they wish to transfer.

You might not be aware of how the contract works and are more interested in winning the work and hoping for the best once on site. But it's vital to read the contract/sub-contract and identity risk clauses so the implications are properly evaluated as noted above. As a practical example, we've identified the following potential issues:

- Amendments to the payment terms.
- What are the notice provisions? Look out for onerous "time out or going out" clauses, where you're given a specified amount of days to notify a delay.
- Level of liquidated and ascertained damages.
- Extended retention periods or inflated percentages.
- Practical completion – is this the date of completion of the main contract and can a sub-contract have its own practical completion date?
- Variation clauses.
- Responsibility for ground conditions or existing buildings associated with the project.
- Responsibility for dealing with title issues.
- Responsibility for dealing with external utility providers.
- Insurance provisions – it's essential that such provisions narrated within the contract reflect your own policies, including any policy exclusions.

WATCH THE WEBINAR

This is not an exhaustive list of amendments, so we highly recommend that you watch the **Cashflow & Contract webinar on the CICV webiste here**, which goes into detail on problem clauses.

BEST PRACTICE GUIDANCE

Pre-start meetings

So you've submitted a qualified tender and are advised that you've won the work. Congratulations! The client/main contractor (MC) then invites you to a pre-start meeting where aspects of your tender are to be discussed. The following are crucial at this stage of the contract, i.e. prior to formal signature:

- Have your full tender submission to hand.
- When discussing certain aspects, make sure it fits in with your terms.
- If agreement can't be reached, then find some middle ground.
- Make sure that the client/MC inserts your qualifications where applicable.
- Keep the meeting professional and to the point.
- Ask for a copy of the draft meeting minutes to be emailed for approval.
- **NEVER** sign the minute there and then at the meeting.
- **NEVER** sign the minute until you have seen the full order. Even then, don't sign until the wording of the order itself is agreed.
- Make sure the minute is part of the numbered documents.
- Ensure that if a client/MC is proposing to charge you for any attendances, the scope and price is also clear.
- Lastly, and crucially, **ALWAYS** get any qualifications in the minute removed that give a vehicle for your terms to be superseded, and make sure you get a copy of the signed contract.

Other issues include being clear on what you're responsible for in your price, e.g. clarifying things like scaffold access and internal tower scaffolds.

REMEMBER!

Consider rubbish removal from site and protection of your works to the end of the contract, as well as loading up, loading bays and taking on the risk of removing all debris, which could be very costly.

Contractor designed portions (CDPs)

This is a major problem for the industry, with more risk being transferred to contractors and sub-contractors as design fees are squeezed. The result is tender documents with as many as 20-30 CDPs.

The main issue for you is to understand your design liability and agree it at tender stage. The big problem we experience regularly is design interface, i.e how does your design fit in with other sub-contracts and who is responsible for co-ordination and specifying the fixing and interface details?

The answer is communication and agreeing the details before the project starts on-site. Don't start work until these interfaces are agreed by all parties involved.

If you're responsible for design, make sure that the necessary insurances are in place, e.g. professional indemnity insurance, or employ a designer to undertake the design on your behalf.

Only the MC or the lead designer – usually the architect – should be responsible for design co-ordination. Seek to limit the number of collateral warranties that are required as these increase your long term liability – usually 12 years from completion.

Increasingly, contractor design portions require the adoption of building information modelling (BIM). If you don't have this capability in-house, you can engage an external specialist but it will come at a cost.

On a practical level, the design approvals process must be built in to the programme and ensure that fabrication and/or installation doesn't proceed until the designs are approved.

Design liability

In light of the CDPs mentioned previously, the tendency is for architects to focus on "co-ordination of design". This means that more sub-contracts are awarded as design and build or contain onerous "design development" clauses.

It's vital to clarify at the outset the expectation of these clauses and ensure that you're clear as to the full extent of your responsibilities. To do this, it helps to identify any elements of the specification that are:

- **Prescriptive**, i.e. must be precisely followed
- **Descriptive**, i.e. the expected outcomes are described, but more detailing is to be done.

As a rule, specialists won't generally be responsible for co-ordination of other elements of the design. However, you should always double-check that this isn't placed on you through the contract and that you're aware of who **IS** responsible if any issues come to light during the works.

The sign-off process for any recommended design change, whatever the reason, needs to be fully understood and accepted by all parties, e.g. price, availability, sustainability, buildability etc.

Caution should be exercised with clauses that state you're "deemed to have included for everything necessary to carry out and complete an installation in accordance with the contract" or where you're being asked to assume regulatory responsibility.

Expectations should be clarified against any design responsibility matrix or where the inference could be that your price is deemed to include for items the designer overlooked and that you're responsible for recommending or selecting those items.

Be wary of becoming an "accidental designer" via responsibilities under the contract to produce basic layout drawings, or the selection of materials or components for specific functions, or adapting a design on site due to buildability issues that may also be construed as design.

Where anyone in your team is offering any advice it's vital that, before works commence, this is linked to clear and written instruction which is signed off via the process laid down in the contract and ultimately approved by the principal designer responsible for design co-ordination.

Remember, even though you're not producing drawings or taking headline design responsibility, the law imposes duties on specialists to point out obvious defects in designs. If your warnings are ignored then you're not generally responsible for the consequences, depending on the limit of your design responsibility.

If you **DO** have design liability, it's your contractual obligation to deliver a compliant design and any attempt to mitigate or limit design liability in the wake of project-related issues or pressure from the client isn't advised. Once your responsibility is clear, you should ensure that you have all the information and resources necessary to undertake this responsibility.

REMEMBER!

Design liability imposes greater duties upon you in law. When you're assuming any design responsibility you should also check that you have the correct insurance in place, and you're operating within the limits of this insurance. Pay particular attention to any endorsements that may limit cover. Such endorsements are increasingly common in the insurance market in relation to cladding and fire safety. Seek to cap your total contractual liability at the level of your professional indemnity insurance.

BEST PRACTICE GUIDANCE

Notices

Another key area to consider is the requirements for notices under the contract, i.e. contractual provisions, which you must comply with. There are dozens of different versions floating around in both main and sub-contracts – just make sure that you comply.

Also make sure that you understand **WHEN** you need to send notices, **WHO** they should be sent to and **WHAT** the manner of service is. One suggestion is to have this agreed and incorporated into the minutes of a pre-start meeting, even if they're fully prescribed in the conditions of your contract.

If you haven't complied with contract and/or sub-contract notice provisions, and for example you commence adjudication proceedings, then your position is extremely vulnerable and this will be thrown back at you.

Whereas this may be seen as a matter that goes without saying, it's clear that contractors and sub-contractors need to implement stringent governance processes. Critically, before submitting a tender, signing a contract and starting work on site, you need to understand every single word in the contract and how all those words translate into requirements, obligations, risks and, ultimately, costs.

With New Engineering Contracts (NECs), Clause 13.7 provides that *"a notification or certificate which requires to be communicated separately from other communications"*. This means that issuing more than one notification, in the same communication could render these notifications invalid.

Payment schedules and payment applications

Construction businesses need to become much more focused and commercially smarter when dealing with financial aspects of their projects. This applies to all parties to the contract. To make that happen, here are a few suggestions:

- Price the implications of the payment provisions and, if they don't offer value for money, demonstrate to the client that different payment provisions could be a cheaper option.
- You'll only know if you can or can't live with the provisions if you've fully evaluated the impact on your cashflow of the terms. Otherwise, you're just guessing.
- Make sure there's an agreed payment schedule before you sign the contract – see the example in *Appendix A*. This schedule should show the application date, due date, final date for payment and date when a payment notice and pay less notice must be issued. Make sure you stick to these dates and put the application date into your calendar so you don't forget. A large number of the issues leading to disputes are because both main and sub-contractors don't hit these dates. Make sure you deal with dates and don't delay any part of the process.
- When it comes to applications for payment, check what the contract says about to whom your applications should be sent. In some cases, we've seen clauses where the application goes to the client/contractor's QS, and a copy to someone elsewhere in the clients/contractor's organisations. If you don't comply, then you won't be paid or the application might go into the next cycle. This may be perceived as a brutal approach but it's simply a reflection of the contractual process the parties have all signed up to. Put a "delivery and read" receipt on your emails and also check that applications can be submitted electronically.

- Make sure your application is as detailed as possible and presented in the format described in the contract. If you're providing quantities, then submit the back-up and provide material and plant invoices, site instructions and photographic records if necessary. In our experience, a lot of applications get shredded as they're not substantiated.
- Make sure the employer/contractor knows your payment details, VAT number and unique tax reference (UTR) number and has a copy of your insurer's bank details. This reduces the risk of non-payment.
- Follow up your application with a call to the contractor/client QS to check it has been received and if any further information is required. A follow-up email to confirm matters discussed will help reinforce the position in relation to the application.
- Your application must stand up to scrutiny, so follow the prescribed contractual process to the letter.
- Pick up the phone and actually communicate – it's all too easy to just send an email.
- Before the contract gets under way, there should be a meeting arranged when all of these administrative requirements are discussed, detailed, agreed and documented. This way, the parties can proceed to contract and then on to site with all matters clarified.

THE QS FIRM VIEW

A QS firm consulted on this draft told us: *"There is an issue when contractors submit their payment application with a host of variations, some with the appropriate written back-up and some without. Generally, the standard of the information presented for the variations is very basic. We suggest that contractors shouldn't wait until the interim valuations to submit costs for a variation – it would be better if they were received ASAP and the PQS is given a realistic amount of time to examine the claim and ensure that it has been priced in accordance with the contract. Provide the site instructions (SIs) and marked up drawings as well."*

Bear in mind that if you're not paid by the final date for payment, then you're entitled to suspend the performance of any or all of your obligations until you're paid in full. However, you must make sure you follow the required notice provisions in the contract.

Finally, make sure you're on top of your debt collection. We see too many instances of contractors being owed money for months and just accepting it. It's **YOUR** money and it should be in **YOUR** bank.

REMEMBER!

The above advice isn't rocket science; it's simply good practice to protect your cashflow and business and might help you survive any stormy times that lie ahead.

BEST PRACTICE GUIDANCE

Variations

A particularly serious issue for both main and sub-contractors is carrying out work on-site and not getting paid for it. So how does this happen, how do you check for onerous contractual provisions and what can you do about it?

One area we want to focus on relates to site instructions and variations. For example, a contractor sent a sub-contract recently which stated that if variations were carried out without a written variation instruction from the contractor, they wouldn't be accepted and the sub-contractor wouldn't be paid.

Now on many occasions, you're working away and the site manager says: "Will you take down that ceiling and reboard it please? It's been damaged by other trades." So what do you do? Well first, ask for a site instruction (SI) in writing from the site manager, then email it to the contractor's QS and ask for a variation in writing and respond with a price for the proposed work. If the site manger bawls at you for not getting on with the work, tell him the problem is at the contractor's end as your sub-contract says a variation must be in writing from the contractor. If you don't get a written variation, then we advise you not to do the work.

Quite often the PQS is on the back foot from the off as the work has been carried out on site and the PQS is unaware the variation works are going ahead – they're then presented with costs which presents difficulties if there is a disagreement regarding the value of the works. Contractors should be more collaborative in compiling their variation costs.

When an element of work has to be carried out which isn't obviously part of the contracted scope of work, it's important that a record of that potential change should be created.

It shouldn't be a problem for the instructing party to issue a written instruction for this work, on the basis that if it's additional work or a change to the original scope, it should be paid for or valued on the basis of the provisions set out under the contract.

VARIATIONS CASE STUDY 1

A contributor attended a pre-start meeting recently with a client, and one of the issues discussed and agreed was that the sub-contractor wouldn't carry out additional works without a written variation, and as far as possible the costs would be agreed in advance. That suited the contractor as they then could confirm the costs to the client's QS.

If the instructing party is reluctant or refuses to issue an instruction in writing, then this should be seen as a red flag and a potential for a future area of dispute.

If the instructed party doesn't receive the written instruction requested, but is forced to undertake the work, they should immediately confirm the instruction in writing to the instructing party, advising that they believe this is additional work which should be treated as a variation and valued in accordance with the provisions of the contract.

When undertaking any variation work, it's extremely important that proper and substantial records are kept on labour time, material and plant etc involved in carrying out that work, in order to provide a basis for discussion as to the value of the work carried out. *See 'Record keeping' on Page 13.*

As soon as the cost for undertaking this work is known, it should be notified to the instructing party in writing so that this can be incorporated into the next application for payment.

What happens if you can't put a price on the work?
At this stage of the job, you should have made the contractor aware of your hourly rates and mark-ups on materials and plant. Keep a careful record of the number of operatives and hours worked and provide material quotations and/or invoices. Send all this to the client/contractor PQS and ask if they need anything more from you.

One final point – when you submit your applications for payment, and variations contained therein have been established following the contractual provisions set out under the contract, each variation can be confirmed as being agreed as the works proceeds. Quite often the personnel in a contractor's business move on, and a fresh pair of eyes comes in and they want to review everything payment-wise and start to disagree about everything.

It's therefore important that the procedures stipulated under the contract are followed, otherwise there will be an opportunity for parties to revisit each variation at a later date.

Follow the above advice and it should mean that if it's agreed, then it's agreed. We're convinced that with more efficient commercial management then contractors and sub-contractors can avoid many non-payment problems. Producing a good quality project for your customers on time is very important but payment is about profitably, progression and growth.

VARIATIONS CASE STUDY 2

We came across an interesting clause in a sub-contract recently which stated: *"Contract variations are to be quoted for in advance of any works commencing on site. Variations are only to be progressed upon agreement of said costs and the issue of any formal instructions by XXX. This should be strictly adhered to. Any applied for variations which don't comply with this protocol will be disregarded."*

The type of clause above does help to provide clarity and potentially eliminate many of the issues surrounding variations that can lead to disputes arising. There is cost certainty and you don't run into the normal practice of the costs not being agreed between the parties.

However, it should be noted that a contractual provision of this nature can have unintended consequences when the parties fail to reach an agreement and the job has the potential to come to a halt with all the implications that would follow thereafter. If this situation is acceptable to both parties and cost certainty of variations is more important than contract overrun and the cost implications that may follow, then a clause of this nature would prove useful.

In circumstance where a delay to the progress of the works would not be acceptable, it's advised that the unagreed variation be "red flagged" and the instructing party issues an instruction to undertake the work in order to allow the works to proceed, but on the basis that the instruction will be assessed and valued in accordance with the vauation rules contained within the contract as the works proceed.

If the parties still can't agree the disputed issues relating to the variation, the issue could be referred to an alternative dispute resolution process such as the Conflict Avoidance Process (CAP).

REMEMBER!

The main thing to do is follow what the contract says about variations. If the contract is an NEC form, then the "early warning" provisions will apply and it's essential that the timescales are followed, otherwise you'll be time-barred from seeking payment for a variation.

Fluctuations

When dealing with fluctuations, the answer is to read what the contract says, then have up-front discussions with the employer/contractor.

What happens if there is another pandemic, or if material prices increase or there are more fuel shortages? The problem is that no one knows, so you might want to submit your basic price lists with your tender, which will benchmark future increases.

BEST PRACTICE GUIDANCE

Record keeping

The proper administration and retention of records on projects is absolutely critical and, in certain cases, essential for compliance with legislative and regulatory requirements.

This includes letters and emails and makes sure they're located somewhere safe, both in terms of physical and electronic retention.

Sometimes people move on from projects or leave the company, so records need to be preserved. Data protection legislation is particularly stringent and requires strict adherence.

Other key documents include:

- Notes and minutes of meetings
- Site instructions
- Tracker of requests for information (RFIs) and notices
- Variation records
- Photographic/video records
- Daily diaries.

Just remember that you may have a dispute developing months, or even years, after completion of a project, and someone will want to see your records.

We like the example we heard about a site manager with a camera on his hard hat who was walking around taking photos and dictating notes. He was then able to successfully demonstrate the extent of disruption caused by the client wanting a significant design change. **So get yourself a GoPro**!

REMEMBER!

There is an old saying in the industry that has stood the test of time: "Records, records, records."

Quality and defects

We see projects rife with contra charges due to defective workmanship, so it's down to you to get the job right first time, every time. Check your own quality constantly so that the employer/contractor has no reason to repaint walls or replace carpets after your defect has caused damage.

We've also seen clauses where a sub-contractor is liable for defects and future costs, so you can end up receiving a very large claim.

A benchmark area on the job can assist in establishing a level of quality to be matched on build project and sample elements can prove beneficial as a comparator – get this signed off at an early stage as being to the quality expected on the build to prevent misunderstanding. Just make sure this is reflective of the standard that will be delivered across the job, not an example of best practice delivered by your very best fixers!

FURTHER INFORMATION

For more information, refer to the Construction Quality Improvement Charter Scotland (CQIC) which can be found at **cqic.org.uk/about/cqic-charter/**

Benchmarking is a useful tool, but it won't address the whole issue. Proper planning, design and early communication of information, together with co-ordination of all elements involved, is needed to assist in the delivery of a quality project. It's also important that completed work is properly protected from damage by other trades.

This will require resources to be committed by all parties to the project, working collaboratively through the initial project brief, the project design and the build processes to enable quality to be "built in".

Conflict Avoidance Process (CAP) and other dispute resolution strategies

Continuing on the theme of payment – or non-payment – what steps can you take if you're simply not getting paid?

A recent trend has seen contract matters being referred to adjudicators that were completed two or three years ago. We don't know if this is down to cashflow problems or contractors just chasing old issues, but if your records are good and have been archived correctly then it's a major advantage.

Assuming a worst-case scenario, what can you do if you run into a brick wall and can't get paid? Well, we greatly favour maintaining dialogue among the contracting parties to try and narrow down the issues.

One of the difficulties we see all the time is that the contractor is probably having concurrent battles with the employer and his consultants, and below that there's a line of sub-contractors all arguing with the contractor. The result is that the issues get batted back and forward for months.

A number of schemes are available, including the **Conflict Avoidance Process (CAP),** which is a collaborative way to resolve matters. Developed and administered by the Royal Institution of Chartered Surveyors (RICS), it uses early intervention to prevent live issues on a project developing into a dispute.

Recently, there has been a trend to use CAP to resolve payment issues. This involves bringing in an experienced construction person to talk to the parties and make a non-binding recommendation to both sides, and is very cost-effective and quick.

In one case, it was decided that the CAP recommendations would be binding so that the parties could get finality and move on. It worked very well and we encourage organisations to follow the example of the many CICV bodies who have signed the RICS Conflict Avoidance Pledge.

So how does CAP work?
Let's say that issues are developing on a project which can't get resolved. With CAP, you can go to the RICS to get a completely independent person to help both sides find a resolution and move forward.

That person can make binding or non-binding recommendations to both sides, so it's not a case of saying "you're right, and the other party is wrong" – it's simply a way of finding a path forward.

The process has been successfully trialed on a number of projects for Transport for London, who have made significant cost savings in claims and legal fees etc.

What do you need to do next?
Go to the **RICS Conflict Avoidance Pledge page here** and sign up – it only takes a few minutes. RICS will contact you and send you some material to help you embed CAP into your business. You can also see who else has signed the Pledge at the same page.

RICS has also created a LinkedIn group which focuses on bringing together like-minded professionals who recognise the benefits of working collaboratively to avoid conflict and manage disputes at an early stage. **Click here to find it**.

This group was established by a pan-industry coalition of leading construction organisations – the Conflict Avoidance Coalition – whose ambition is to reduce the financial and other costs of disputes within the industry to try and help deliver infrastructure and property development projects on time and on budget.

One of the steps taken by the coalition to achieve this aim is to encourage organisations across the supply chain to sign the Conflict Avoidance Pledge to signify commitment to the principles of working collaboratively to avoid and manage disputes efficiently and effectively. You're invited to join the group and participate in discussions.

What happens if you can't get issues resolved and you're into a full-blown dispute?
Regrettably, you might have to refer the dispute to adjudication which can be an expensive business. And even if you **DO** get a decision in your favour, you still might not get paid.

However, there are two schemes in place which are aimed at "smaller" disputes:

- The **Low Value Scheme**, for disputes up to £50,000, with fixed costs for the adjudicator so you know what you're getting into.
- The **Summary Procedure**, for disputes up to £20,000 in value, with the adjudicator fees capped at £1,000.

FURTHER INFORMATION

To find out more about adjudication, go to the **Adjudication Services section of the RICS site**

Appendix A and Other Resources

APPENDIX A

Sample Payment Schedule

Valuation number	Valuation/ due date	Latest contractor application date	Actual contractor application date	Days late / (early)	The payment notice	Actual issue date of CA payment notice	Days late / (early)	Latest day for pay less notice	Final date for payment
1	**07/09/2023**	31/08/2023			12/09/2023			16/09/2023	21/09/2023
2	**07/10/2023**	30/09/2023			12/10/2023			16/10/2023	21/10/2023
3	**07/11/2023**	31/10/2023			12/11/2023			16/11/2023	21/11/2023
4	**07/12/2023**	30/11/2023			12/12/2023			16/12/2023	21/12/2023
5	**07/01/2024**	31/12/2023			12/01/2024			16/01/2024	21/01/2024
6	**07/02/2024**	31/01/2024			12/02/2024			16/02/2024	21/02/2024
7	**07/03/2024**	28/02/2024			12/03/2024			16/03/2024	21/03/2024
8	**07/04/2024**	31/03/2024			12/04/2024			16/04/2024	21/04/2024
9	**07/05/2024**	30/04/2024			12/05/2024			16/05/2024	21/05/2024

OTHER RESOURCES

CICV webinars

The CICV has hosted a number of webinars on payment and cashflow issues, hosted by Len Bunton and others. Click on a title to watch:

- **Conflict Avoidance Process (1)**
- **Conflict Avoidance Process (2)**
- **Cashflow and Contracts**
- **Getting Paid on Time**
- **Project Bank Accounts**

DOWNLOAD CICV FINDINGS

The CICV prepared a report following the delivery of six commercial webinars in 2020, outlining the lessons learned and main points raised and the practical measures that contractors can take going forward. **Download it here.**

OTHER RESOURCES

Build UK resources

Build UK, a representative body for main contractors and sub-contractors, has produced a list of clauses that contractors should never be expected to sign. They focus on:

- Fitness For purpose
- Unquantifiable risks
- Specified perils
- Breach of contract
- Uncapped liabilities
- Performance securities.

FURTHER INFORMATION

Full details of the guidance can be downloaded here at **builduk.org/contract-terms-guidance/**

Members 2023

Further information

www.cicvforum.co.uk info@cicvforum.org.uk