

construction & engineering - smaller claims

Our team's experience includes:

Acting for the purchaser of a barn conversion in Kent to bring proceedings in the Technology and Construction Court against a developer for breach of a sale and purchase agreement; proceedings were also pursued against the professional consultant for the negligent issue of a CML Certificate as a result of defective windows. The claim was settled at mediation.

Acting for contractors who had allegedly installed a defective substrata and turf to a well known football stadium which had suffered subsidence. Although the claim was denied, our client's objective was to compromise matters swiftly to preserve the on-going relationship between the parties, including an existing maintenance contract. We achieved this through the quick agreement of a remedial scheme and settlement agreement which incorporated the procurement of a building contract.

Acting for insurers of an asbestos surveying company defending an alleged failure to identify the entirety of asbestos when undertaking a Type 3 asbestos survey. Compromise was achieved with a joint instruction of an expert which resulted in the acceptance of a part 36 offer.

Acting for a professional designer to recover unpaid fees of approximately £45,000 for services provided in relation to the design and contract administration of a £750,000 project in Central London. The dispute centred on the interpretation of the appointment and the calculation of the fee. The claim was settled at mediation.

Acting for a developer to defend a contractor's claim for an extension of time together with loss and expense under a 2005 JCT Standard Building Contract with Approximate Quantities. The claim was settled at a without prejudice meeting.

Successfully defending an adjudication against a private individual who owns an estate in Devon brought by the contractor under a JCT Minor Works Construction Contract. The issues in dispute were: i) responsibility for defects in the construction works; and ii) whether the termination of the building contract was lawful.

Acting for a main contractor applying for a stay of Court proceedings under section 9 of the Arbitration Act 1996 and defending a claim for retention money. The claimants were persuaded to discontinue their claim with an automatic costs order in our client's favour.

Advising a sub-contractor on claims for retention from its sub-sub-contractors and the interpretation of its contract order process. As a result of the monetary value of the dispute, the matter was settled at a round table meeting between the parties.

Continuing to advise a borough council as to its contractual position under a JCT design and build contract after a main contractor entered administration.

talk to us...

Tim Claremont | 0115 976 6520 | tim.claremont@brownejacobson.com

