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JBCC Principal, Nominated/Selected Sub-contractor Agreement

SAAMA 2017507
2 CPD

Online Live Session Dates

13th to 14th December 2021

20th to 21st January 2022

17th to 18th February 2022

14th to 15th March 2022

BEE Level 4 Contributor
CSD Registration :MAAA0642649

CASI
Construction Academy

+27 877005633

www.casits.co.za

register@casits.co.za

Overview

In 2000 the Joint Building Contracts Committee launched the Series 2000 version of the JBCC contracts. Since then the contract has undergone a number of revisions, in July of 2007, in 2013, in 2014 and most recently in May 2018, with their Edition 6.2. The contract is widely used in South Africa and the Committee reports that it sells in the region of 500 copies of the Principal Agreement per month. The JBCC contract is recognised by the Construction Industry Development Board (CIDB) as one of the four contracts for use in public sector contracts in South Africa and it has been adopted by many government and private sector agencies undertaking building work. This informative workshop will bring clarity to a number of issues faced by contractors.

The training will focus on JBCC Principal, Nominated/Selected Subcontract Agreement(N/S Subcontract Agreement) and factor in key contract terms as well as the rights and obligations of all stakeholders including the risks involved. The training will cover the administrative requirements, handling issues of payments that fall within and outside the specific confines of the JBCC Principal, Nominated/Selected Subcontract Agreement(N/S Subcontract Agreement).

Key Objectives

- Looking at the roles and responsibilities of the various parties and role players under JBCC contracts
- Understand the JBCC Nominated/Selected Subcontract Agreement
- Grasp how to make effective procurement choices from amongst the different contracts that are available for your selection
- Explore the structure of JBCC
- Gain practical tips on the procurement and administration of these contracts
- Analyse the processes applicable to contract variations, compensation events or claims for an extension of time and additional payment and the manner in which to prepare, to administer and to assess them
- Examine the milestones relative to the Stages of Completion
- Delve deeper into dispute resolutions mechanisms applicable under JBCC

Who Should attend

- Engineers,
 - Supervisors,
 - Project Managers,
 - Project Lawyers,
 - Quantity Surveyors,
 - Contract Administrators,
 - Engineering Managers,
 - Planning Engineer
- Supply Chain
 - Executives wishing to understand Contract
 - Administration Requirements.

Benefits of Online Live sessions

1. Cost Saving : You do not have to travel to a venue
2. You can join from any part of the world
3. You will not miss out on the classroom experience because it include interactive elements to help you engage.
4. All CASI Construction Academy courses are highly interactive led by qualified instructors.



Course Outline

Day 1-2

Day 1: JBCC Principal Agreement

- Structure of documents: Finding your way through the contract;
- Notices: Pitfalls around the service of notices and how to avoid problems when serving notices;
- Security: The different forms of security and some difficulties to be aware of when choosing;
- The difference between retention and the payment reduction;
- The Contractor's lien and the payment guarantee;
- Works Risk and Insurance: Who is responsible for the care of the works, including potential risks which the contracts may expose the parties to;
- Instructions: Who may issue instructions, when these may be issued, what form these must take and how the Contractor is to be paid for instructions which increase the value of the work;
- Completion: Stages of completion under JBCC
- Some difficulties with the Practical Completion and Final Completion processes;
- The Contractor's liability for latent defects;
- Extensions of Time: When the Contractor will get a revision to the date of practical completion and when the revised date brings additional money with it;
- Payment: The process for getting payment and the consequences if the Employer does not pay on time;
- Termination: When the parties may terminate the contract and what the consequences of termination are

Day 2: JBCC Subcontract Agreement.

- Payment guarantees: When does the subcontractor get these?
- Design responsibility: Who is liable when a subcontractor does design work?
- Security: Retention vs payment reduction;
- Contractor's instructions
- Employer's agent: What role does the employer's agent serve under the subcontract agreement?
- Subcontractors claims with particular focus on the procedure to be followed when claiming;
- Interim payment to subcontractors;
- Termination of the subcontract agreement

COURSE DURATION And Date: 2 days

COURSE ASSESSMENT: *Individual Exercises & Group Work, full attendance. Delegates will be awarded with certificates at the end of the workshop.*

Course Facilitator

Our Facilitator has an LLB. BComm (DMU) an MBA (DMU) and an BEng (Hons)(DMU). He views the wealth of knowledge and experience in his possession as gifts that allow him to not only teach, but to relate.

Through determination, patience and tenacious thinking, he can overcome all obstacles in search of the truth. His ability to reason and rationalize combined with earnest enthusiasm make him a proficient and vibrant speaker.

Inhouse Training

Maximize on learning and reduce on company downtime by managing your employee training .

Designed for you

Tell us your training needs, and we will plan an agenda to address the issues that matter most to your organization Focus on your own company rather than generic examples, and maximize impact by incorporating presentations from your auditors or company management.

Run the training where and when you want it – at your own premises or at another suitable venue of your choice - anywhere in the world.

Rely on our experience

Receive first class support and advice from our dedicated team from planning to delivery and de-brief.

Work with CASI CA instructor best qualified for your organization and your business sector.

Tackle confidential issues and strategic challenges privately under the guidance of our specialists.

The benefits

Upgrade your team's skillset, invest in your staff and increase their job satisfaction through empowerment.

Our in-house courses qualify for professional education training credits (CPD) from relevant bodies.

Our cost effective In-House courses are priced per day with no limit to the number of participants. If you choose to train locally, you will save on course fees, travel expenses and time away from the office.

What are the Costs?

Every In-House Training session is different - we customize the training and that applies to the pricing too. Tell us about your project, and we will give you a specific training proposal and price according to your training needs. The price will be based on a per day (rather than per person) basis, and we place no limit on the number of participants.

Contact our team of training consultants today to discuss your specific requirements. register@casits.co.za

Registration

- Complete the registration on the last Page
- Select delegate package
- Submit scanned copies to register@casits.co.za
- Receive invoice , Make payment , Complete pre-workshop Questionnaire
- Attend Session



To register **Email:** register@casits.co.za **Website :** www.casits.co.za
Contact Numbers +27 87 700 5633

By completing this form, Web submission or Booking via email , you are acknowledging that you have read the terms and conditions and that you have committed to attend this event. Please send this registration form or names only once you have obtained approval - as YOUR company will be liable for costs once this information has been received by us. If the minimum number of delegates required is not met, the delegates will be moved to attend the next available confirmed class.

Delegate Details

Full Names : _____
ID number : _____
Position : _____
Cell Number : _____
Email : _____
Alternate email : _____

Full Names : _____
ID number : _____
Position : _____
Cell Number : _____
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Full Names : _____
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ID number : _____
Position : _____
Cell Number : _____
Email : _____
Alternate email : _____

JBCC Principal, Nominated/Selected Sub-contractor Delegate Fees Agreement

- R7 999** excl. VAT per delegate
- R6 999** excl. VAT per delegate
- Group booking 4+ delegates

Select Live Online Session dates

- 13th to 14th December 2021
- 20th to 21st January 2022
- 17th to 18th February 2022

Payment By Means Of Bank Transfer

- All Payments Must be made directly into the CASI Bank Account provided on the invoice and proof of banking details
 - Please state the invoice number as reference .
 - A copy of the bank deposit / Proof of Payment receipt must be emailed to accounts@casits.co.za
- Links will be sent out to fully registered delegates

Invoice Contact

First Name : _____
Position : _____
Department : _____
Contact Number: _____
Cell Number: _____
Email : _____

I hereby acknowledge that I have read an understood all the terms and conditions of registration and have the authority to approve the registration on behalf of the company

Name _____ Position _____
Approving Managers Signature : _____ Date: _____ email: _____
Direct line: _____ Company Name: _____
Type of Business: _____ Company Registration# _____
Tel : _____ Fax: _____ VAT Number _____
Address: _____
P.O.BOX : _____

Terms and Conditions

Term "CASI" refers to CASI Construction Academy PTY LTD . The signed registration form is a legally binding contract. The signed registration form is a legally binding contract. Please take note that a booking submission made via email or web submission or Telephonic is considered legally binding and as such , the registered delegates must inform the organiser if they will not be able to attend failure to which the case will be handed over and penalties apply . **CASI does not provide refunds for cancellations**, however you may provide substitute delegates at any time. For cancellations received in writing more than seven(7) days prior to the conference you will receive 100% credit, subject to a 10% administration fee, to be used at another CASI conference for up to one year from the date of issue. For cancellations received seven(7) days or less prior to an event (including day 7), no credit will be issued. In the event that CASI cancels an event, delegate payment at the date of cancellation will be credited to one future CASI This credit will be available for up to one year from the date of issue. **All participants must pay the registration fee prior to arrival at the conference venue. The same applies to live online sessions , all delegates must pay the fees before receiving a link to register to attend . Delegate fees on online live sessions only include course fees and course material which are provided to fully registered delegates . CASI reserves the right to change the LMS platform if deemed fit .** In the event that CASI postpones an event, delegate payments at the postponement date will be credited towards the rescheduled date. If the delegate is unable to attend the rescheduled event, the delegate will receive 100% credit representing payments made towards one future CASI. This credit will be available for up to one year from the date of issue. No refunds will be available for cancellations or postponements. We reserve the right to postpone a seminar due to low enrolment. CASI reserve the right to amend any part of the Conference programme if necessary at any time. **CASI suggests clients wait until a week prior to course commencement that a course has been confirmed to go ahead as scheduled before booking flight and accommodation. CASI is NOT responsible for cost associated with cancellation/ Postponement of classes such as flight and accommodation for clients. CASI will not be held liable for travel and accommodation costs. The conference fee for physical classes includes: conference material, lunches and refreshments, but excludes travel & accommodation. CASI has a strict no cash Refund Policy .** We reserve the right to cancel delegate registration if delegate conduct is not followed . CASI is not responsible for any loss or damage as a result of a substitution, alteration or cancellation/ postponement of an event. CASI shall assume no liability whatsoever in the event this conference is cancelled ,rescheduled or postponed due to a fortuitous event, act of God, unforeseen occurrence or any other event that renders performance of this conference impracticable or impossible. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labour strike, extreme weather or other emergencies. Alterations to the program will be communicated to the fully registered delegates . Any venue listed must be treated as provisional . **Please note: Upon receiving the registration form, an invoice will be issued electronically. Delegates are not permitted to record or reproduce any part of the online session . When payments are made, please supply the bank with your Invoice number as reference. The organisers reserve the right to make necessary changes to the programmes, speakers, venue or the dates should the need arise. All unpaid invoices will be handed over . Invoices must be paid within 5 days of registration .**