



professionally delivering success

David Gibson Associates (DGA UK Ltd)
36 St. George Street
Mayfair
London
W1S 2FW

Telephone 0207 518 0326
Fax 0207 518 0302
Mobile 07956 253277

An appreciation of the Engineering and Construction Contracts (NEC) and their practical application.

The trainer will present a Power Point presentation in the following general format -

- Short history of the Engineering and Construction Contract
- How it differs from other forms of Contract
- Options available under the Contract, and their practical application
- Tender process , Contract Data parts 1 and 2
- Forming the Contract

In addition the course will examine specific areas of the contract, focusing on the following -

- Communication/Notifications
- Early Warnings
- Programmes
- Compensation Events
- Payment Provisions
- Contract specific amendments (if applicable) including the requirements of each option
- Disputes and termination
- The changes made under NEC 3

The level of detail can vary, either being generic, covering all the various options under the NEC, or contract specific including the actual amended contract for a particular project (Contract Data parts 1 and 2). The latter is generally more rewarding as it is more relevant to the delegates.

We recommend joint involvement of the Contractor and Project Manager staff if the interest it is a main contract or the Contractor and Sub-Contractor staff if the interest is in a Sub-Contract. The various elements of the contract that give rise to most interest between the parties can be discussed in more detail with DGA facilitating a better understanding by both parties of their responsibilities under the contract.



professionally delivering success

The domestic arrangements will be as follows -

The client will provide the following -

- The Objective of the training
- Undertaking all administration required for training course delivery e.g. Invitations to staff, provision of delivery venue, refreshments, lunches etc.
- A suitable venue. This could be away from your office or in a dedicated room at your offices. In either case, this should be a room separate from other staff and free of external interruption.
- The room should contain a projection screen or other suitable display media
- A laptop compatible projector will also be required. If none is available, please advise us so that we may bring our own.
- The provision of refreshments prior to the commencement, at mid-morning and mid-afternoon, and lunch for the required number of delegates plus our trainer.

The training day shall generally take the following format -

- Tea/coffee from 8.30
- Training commencing at 9am
- Comprising 3 or 4 sessions of approximately 1 ³/₄ hours
- Completion at around 4 - 4.30 pm
- Intervals between sessions for refreshments and lunch
- all necessary training materials and course notes will be provided by DGA



professionally delivering success

Conditions

The cost of this service is -

- £ 1,350.00 per day (excluding V.A.T.) if the generic session is required.
 - £ 1,600.00 per day (excluding V.A.T.) if the contract specific session is required (some preparation based on documentation to be supplied by the client is required which may for instance relate to contract specific amendments to Contract Data)
1. The optimum number of attendees is around 12 with a maximum of 15.
 2. Each attendee shall receive a copy of all the presentation details on CD after the training session.
 3. As an aid to understanding and application, delegate participation and discussion is actively encouraged.
 4. Our basic charge includes for the preparation of the course materials, any necessary handouts and training notes, course presentation and feedback and reasonable travel expenses.
 5. Should overnight accommodation be required, or any long-distance travel be involved, we reserve the right to charge for these at reasonable cost, in addition to the stated basic charge , this will be negotiated on enquiry.
 6. Should any course be cancelled or deferred at short notice (i.e. within 2 working days of the date of the course), we reserve the right to charge for the cancelled or deferred session at the rate stated.
 7. Our invoice will be rendered to you subsequent to the preparation and then each course, for payment within 30 days of the date of invoice.
 8. Our standard terms and conditions will apply .

If you have any queries please do not hesitate to give me a call , a notice period of around 3-4 weeks is generally required .

Kevin Terry
Senior Consultant