

CORRESPONDENCE

Sir,

Practice under Limited Liability

I am writing on behalf of the London Branch, Southern District Committee where the fact that members of the Institute in Private Practice as Quantity Surveyors cannot have the protection of limited liability company status without resigning from this Institute has been the subject of much discussion.

The Royal Institute of British Architects now allows members to have this protection as do quantity surveyors when practising abroad but not whilst working in the United Kingdom. This seems to be a rather outdated view in modern circumstances, not only affecting professional liabilities but the members' tax position particularly in relation to partnerships. As a forward looking body, as demonstrated in the question of fees and the agreement with the Office of Fair Trading, it was considered by this Committee that the Institute and the Journal should take a lead in this matter and would welcome your, and the membership's, interest and support.

Yours faithfully,
M. S. Roques, AIQS

Secretary, London Branch—
Southern District

Letters and comments should be addressed to 'The Editor, The Institute of Quantity Surveyors, 98 Gloucester Place, London W1H 4AT'.

Sir,

Responsibilities of a General Contractor

I would like, through your columns, to draw to the attention of other members the responsibilities of a General Contractor to Nominated Sub-Contractors in the event of the bankruptcy of the Employer. The relevant clauses are: 26(1)(d) ("Old" J.C.T.) and 21 ("Green Form").

I would suggest that it is essential to ensure that Sub-Contractors' interim applications are calculated "to the full", and Final Accounts (including claims) are settled immediately. In the event of bankruptcy by the Employer, the General Contractor appears to be responsible for all monies due, whether certified or not, at the rate of 100 pence in the pound.

Although the consequences are clearly stated, I have yet to find a Surveyor who has not expressed surprise at this apparent inequitable situation.

Yours faithfully,
W. G. Goldsmith, AIQS
Kidlington, Oxford

Sir,
Book Review

I am sorry that Professor Seeley was hurt by my review of his book, "Building Technology, 2nd Edition", and assure him that it was not intended to be a "hatchet" job.

With regard to my three criticisms, which he rejects:

Firstly, gas and electrical services, which his book omits, were to be found in ONC technology and currently occurs in TEC Unit Construction Technology III. Therefore, I submit that some mention of these services is essential in a textbook such as his. TEC students do not specialise in Building Services and Equipment until Higher Certificate Level and a Services textbook is not required until then.

Secondly, whilst I accept that references to British Standards, Codes of Practice and BRE Digests are essential for deeper reading in specific areas; and that the book contains considerable detail, there are some strange omissions of detail which are covered by reference to DOE Advisory Leaflets, for example: Bricklaying in Cold Weather; UPVC Pipe Joints; Calcium Silicate Bricks; Details of Copper Pipe Joints; Gypsum Plaster Proportions.

I hold that it is unacceptable to expect students to spend a considerable sum on a textbook and then to seek basic information elsewhere.

Thirdly, Professor Seeley's denial of my criticism concerning variation in density of typeface and drawings is not supported by a library copy of his book now before me.

To be specific: There are defects in the printing on pages 43, 46, 51, 57, 129 and 164. Variations in density also occur as between the following pages 36-37, 41-42, 74-75, 77-78, 136-138, 167-168 and 188-190.

Though this volume is not the review copy, it does support my criticism.

Finally, my review of his book was submitted over my name, so that the responsibility for the omission of my name must rest with the Editor. Since it seems to be commonplace to omit the Reviewers' Names, it would appear that Editorial Policy is in need of reform.

Yours faithfully,
Horsham, W. Sussex
V. M. Bowles, AIQS

NEWS SUMMARY

CIVIL ENGINEERING CONSTRUCTION CONCILIATION BOARD FOR GREAT BRITAIN

Additional (Royal Wedding) Public Holiday—29th July, 1981

Minute of the Joint Secretaries

RULE VIB: Public Holidays

RULE VIC: Payments in Respect of Public Holidays—England, Wales and Scotland

At a meeting held on 28th April, 1981, the Building and Civil Engineering Joint Board considered the Government proclamation that Wednesday 29th July, 1981 should be an additional Bank Holiday to celebrate the marriage of HRH Prince of Wales and Lady

Diana Spencer.

In accordance with the decision reached in the Joint Board, it is hereby agreed that the Civil Engineering Construction Conciliation Board shall observe that day as a recognised public holiday. The application of this within the Working Rule Agreement shall be as follows:

1. That, in England, Wales and Scotland the 29th July 1981 shall be an additional public holiday recognised under Rule VIB.
2. That payment for such holiday shall be made under Rule VIC.
3. That if such public holiday is worked, payment shall be at the rate of double time for all hours worked.

Article Nine of the Constitution applies to this Resolution.

G. P. Henderson
R. Emery
Operatives' Secretary Employers' Secretary
28th April, 1981

THE DOMESTIC FORM OF SUB-CONTRACT—DOM/1

A new edition of the Standard Form of Sub-Contract for Non-Nominated Sub-Contractors is being published by the National Federation of Building Trades Employers (incorporating the Federation of Building Sub-Contractors), the Federation of Associations of Specialists and Sub-Contractors (FASS) and the Committee of Associations of Specialist Engineering Contractors (CASEC).

The new edition will be known as the "Domestic Form of Sub-Contract, DOM/1", and will replace the 1971 Edition of the "Blue" Form for non-nominated sub-contracts which was used where the main contract was the 1963 Edition of the JCT Standard Form of Building Contract.

The publication of the Domestic Form, DOM/1 follows the publication last year by the Joint Contracts Tribunal of the 1980 Edition of the Standard Form of Building Contract (JCT 80). Many of the changes to be found in the new Domestic Form, DOM/1, are a direct result of changes incorporated in JCT 80.

A note on the front cover of the Form makes clear that the intended use of the Form is where the form of main contract is either the Local Authorities/Private Edition/With/Without Quantities Editions of JCT 80.

The Form itself is split into two parts: firstly the Articles of Agreement containing Recitals and Articles, together with a detailed Appendix; secondly, the Sub-Contract Conditions for use with the Articles of Agreement. The two documents are issued separately, though the Sub-Contract Conditions are deemed to be incorporated in the Articles of Agreement. However, where the parties wish, the Conditions may be actually attached to the Articles of Agreement.

It is hoped that Formula Rules for use with the Domestic Form of Sub-Contract, DOM/1, will be published shortly.

The cost of the DOM/1 Articles of Agreement is £2.00 for NFBTE full members and £2.50 for non-members (plus VAT at 15%). The cost of the DOM/1 Sub-Contract Conditions is £2.75 for NFBTE full members