



Ok, so we've learnt about [how adjudicators get appointed under NEC 3 contracts](#) , but did you know that there are many types of **NEC 3 contracts designed for different situations. Here's a brief run down with links to each of them.**

Originally launched in 1993, it was then known as the New Engineering Contract. Over the years it has significantly improved and been approved through its extensive use. The Institution of Civil Engineers has very recently abandoned the ICE forms of contract in favour of NEC.

NEC 3 Main Contracts: Options A & B are priced contracts; options C & D are target cost contracts; options E & F are cost reimbursable contracts and management contracts.

NEC 3 Sub-contract: an attempt to "back-to-back" sub-contracts with the main contracts above.

NEC 3 Short Main Contract and Short Sub-contracts: for less complex works.

NEC 3 Term Service Contract...e.g. facilities management and also see the Term Service Short Contract.

NEC 3 Professional Services Contract... for Project Manager and/or Engineer or Architect or Consultant advisors to the Employer.

NEC 3 Supply Only Contract.

NEC 3 Short Supply Only Contract for simple purchases.

NEC 3 Adjudicator's Contract for use when either the Employer or Contractor disagrees with the Project Manager, or each other.

NEC 3 Framework Contract: This is the "umbrella" Contract, which is then used with NEC3 Main Contract when there is the call off.

Design liability can be incorporated in all the Main Contract documents if that step is thought appropriate. Risk allocation is also part of the NEC options. NEC 3 Options A & B puts risk largely on the Contractor (he gives a price for doing the job). Options C & D put the out turn cost financial risk on a share basis between Client/Employer and Contractor on an agreed proportion. Option E is a Reimbursable Cost Plus basis. Option F is similar under a Management Contract.

NEC Guidance Notes and flow charts are available for the NEC Contract documents.

Comment: All the documentation is written in a style, which is unusual. In a recent case the Judge said of NEC: "I have to confess that the task of construing the provisions in this form of contract is not made easier by the widespread use of the present tense in its operative provisions. No doubt this approach to drafting has its adherents within the industry but speaking for myself and from the point of view of a lawyer, it seems to me to represent a triumph of Form over substance". (Mr Justice Edwards-Stuart in *Anglian Water Services v. Laing* [2010])

To be fair, non-NEC documents written in more traditional contractual language are found to be difficult to follow by industry. The NEC has tried hard to get away from legalisms but perhaps tried too hard. My advice... don't give up.

NEC documents are available from Bliss Books, please contact Ann on 01565 777234 blissbooks.co.uk