



## MINOR WORKS AGREEMENT

Project	
Employer	
Contractor	
Contract Date	File Code

prepared by the **JOINT BUILDING CONTRACTS COMMITTEE Inc**

**RECOMMENDED BY THE JBCC CONSTITUENTS**  
Association of Construction Project Managers  
Association of South African Quantity Surveyors  
Master Builders South Africa  
South African Association of Consulting Engineers  
South African Institute of Architects  
South African Property Owners Association  
Specialist Engineering Contractors Committee



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# JBCC SERIES 2000

## Minor Works Agreement - Edition M4.0

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### **Preface**

JBCC documents are compiled in the interests of standardisation and portray the consensus view of the Joint Building Contracts Committee of good practice in the building industry. The documentation sets out a clear, balanced and enforceable set of procedures, rights and obligations, which when competently managed and administered, protect the employer and contractor alike. The other objectives of the JBCC are to:

- ▶ Foster good and consistent management by all concerned
- ▶ Provide standardisation of defined terminology, thereby eliminating ambiguities in interpretation
- ▶ Clearly define and identify the responsibilities of the contracting parties
- ▶ Set standard methodology for dealing with contractual responsibilities and obligations
- ▶ Promote contractual protection of the innocent party in the event of default
- ▶ Provide practical options within the contracting process
- ▶ Provide for reciprocal guarantees between the contracting parties
- ▶ Set payment conditions that offer significant protection to the contractor
- ▶ Ensure the maintenance of the independent duty of the principal agent to act fairly between the parties

### **Warning!**

Persons entering into or preparing contracts using the JBCC Minor Works Agreement are warned of the dangers inherent in modifying any part thereof. If it is considered essential to make changes, users are advised that it is necessary for such changes to be drafted by qualified legal persons with extensive knowledge of the JBCC documentation and the construction industry. Experience has shown that changes drafted by others, including members of the building professions, often have results very different from those intended which may be prejudicial to either or both parties

### **Special Note**

Although this Minor Works Agreement is part of the JBCC Series 2000 documents it has been formulated for use specifically with its own supplementary documents. Documentation designed specifically for the Principal Building Agreement and N/S Subcontract Agreement is not suitable and should not be used with the Minor Works Agreement

#### **This agreement is designed for use where:**

- ◆ The contract is for minor works of simple content
- ◆ The employer appoints:
  - ◆ a principal agent only to administer the contract
  - ◆ such other agents for specific aspects of the works
  - ◆ direct contractors for specialised work or installation not to be undertaken by the contractor

#### **and is suitable but not limited for use where:**

- ◆ The contractor is a small to medium enterprise
- ◆ The employer carries the major liabilities related to the works
- ◆ The employer is responsible for the primary insurances related to the works

#### **This agreement is not designed or intended for use where the works:**

- ◆ Requires the use of nominated or selected subcontractors
- ◆ Contract price adjustment (escalation) provisions are required

#### **and is not considered suitable where:**

- ◆ The works is of a complex nature
- ◆ The construction period is anticipated to be more than nine months
- ◆ The necessary contract documentation is not complete and available at tender stage
- ◆ Sectional completions are required

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### JBCC Documentation Services

**Availability:** Series 2000 documents are obtainable through most regional offices of JBCC constituents as listed on the cover of the document. The JBCC supplies printed documents exclusively to constituents and does not sell direct to users. See JBCC Web Page [www.jbcc.co.za](http://www.jbcc.co.za) for list of stockists. JBCC can be contacted at [jbcc@mweb.co.za](mailto:jbcc@mweb.co.za) in relation to these services