

REMEMBER: ALWAYS READ THE CONTRACT

13 December 2017 | London
Legal Briefings - By **Michael Sharp**

A recent Supreme Court warning to always read the contract should be taken to heart by lawyers as well as signatories to contracts. Parties are free to allocate risk as they see fit, and the courts will uphold such clauses.

The age-old adage for children about to sit exams is to 'always read the question'. Two recent decisions from the courts would suggest that construction lawyers would do well to heed that advice too - they provide a useful reminder that, before getting embroiled in a dispute, it is important to 'always read the contract'.

First, in August this year, in the final instalment of the **MT Højgaard v E.ON** saga, Lord Neuberger in the Supreme Court reminded construction lawyers that the whole of the contract needs to be considered (see **MT Højgaard A/S v E.On Climate & Renewables UK Robin Rigg East Ltd [2017] UKSC 59**). It is not possible simply to ignore parts of the contract because they are 'tucked away' in the technical documents.

Now, Fraser J, in the Technology and Construction Court (TCC), has delivered a forceful judgment in **North Midland Building Ltd v Cyden Homes Ltd [2017] EWHC 2414 (TCC)** (2 October 2017), in which he held that the parties to a building contract are free to allocate the risk of concurrent delay to the works, and any such clauses will be upheld by the courts.

Please click [here](#) to read the full article.

KEY CONTACTS

If you have any questions, or would like to know how this might affect your business, phone, or email these key contacts.



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