

	JCT Home Owner Contract (specific clause refs are to HO/C)	JCT Minor Works Contract (specific clause refs are to MW)
Description	This is a simple, domestic contract which has been designed for householders and homeowners. There are two variants: A straight forward building contract and a building contract and consultancy agreement. A consultancy agreement is provided with the consultant variant.	This is JCT's baseline commercial contract (and most popular of all the contracts) for residential and commercial work which are simple in character and do not involve either bills of quantities or named specialists. Now includes a 'With Contractor's Design' version (MWD).
Structure	Part 1: Arrangement of the Works; Part 2: The Conditions.	Recitals; Articles; Contract Particulars; Conditions
Length	11 pages	45 pages!
Contractor's Continuing Responsibility	6 years	6 or 12 years depending on how signed
CDM regulations	No provision (as not applicable)	Provisions incorporated depending on works
Use of named or nominated sub-contractors	No provision	No provision
Variations	(5) 'Only the consultant can change the work details..' and if 'contractor agrees the changes, he will quote a price for the extra work and time involved.'	(3.6) 'The CA and Contractor shall endeavor to agree a price prior to carrying out the instruction..'
Extensions of time	(6) For variations and 'for reasons beyond his (the contractor's) control'	(2.7) For variations and 'for reasons beyond the control of the contractor.... excluding any default of the contractor or of others engaged or employed...'
Loss and expense	(6) The contractor can claim any reasonable costs where delayed by the customer or consultant.	(3.6.3) Valuation of variations shall include 'any direct loss and/or expense incurred by the contractor due to the regular progress of the works being affected...' However variations are only instance where the CA may make such an award.
Damages for non-completion	No provision	Applies – Clause 2.8
Payment	(8) Single payment or instalments less 5% retention until 3 months after work is finished / rectification of any faults. Payment within 14 days of receipt of invoice.	(Section 4) Typical commercial provisions including more detailed certification and notice provisions.
Retention	5% until end of the 3 month defects rectification period / all defects corrected.	5% till practical completion and 2.5% until end of the 3/6/12 month defects rectification period / all defects corrected.

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Termination	7 day written warning followed by written notice of termination by either party.	See Section 6.
Insurance	Contractor to hold 'all risks' insurance for damages to the works & unfixed materials. Home owner to insure building and contents.	(Section 5) Three alternative options.
Dispute resolution	Adjudication & litigation	Mediation, Adjudication, Arbitration/Litigation
Price	£19.69/£21.67 + VAT	£22.05 + VAT