

KCL students visit to the Royal Courts of Justice, June 2006

On Thursday, 15 June 2006 a group of current and recently graduate students of the King's College MSc in Construction Law programme were given the opportunity to attend a court of appeal construction case proceedings at the Royal Courts of Justice - Lord Justice Sedley was presiding, sitting with Lords Justices Dyson and Carnwath.

Before the proceedings began, we met Lord Dyson for a brief outline of the case and discussion. It was very interesting to see a judge's preparation for the case proceedings.

The case was *TWF Printers Ltd -v- Interserve Project Services Ltd*. It was regarding a claim for damage to the contents in a building premises, in relation to a contract based on JCT agreement for Minor Building Works (1992), between the appellant (claimant, Employer) and the respondent (defendant, Contractor) for the carrying out of refurbishment works at the claimant's factory. The work in agreement included the installation of roof cladding, guttering and downpipes throughout the warehouse roof area and low level roof area. A 12-month defect liability period following practical completion was also provided by the contract.

Part of the building flooded during a storm, on a date within the defects liability period. It was found to have been caused because there was no downpipe, or other outlet and rainwater discharged through an air gap and into the building.

Two main issues were raised from clause 6.3B of the contract which provides for the Employer to arrange insurance in the joint names of the claimant and the defendant in respect of loss or damage to existing structures, including the building, together with any contents owned by the claimant:

1. Whether on proper construction of the Contract, the Employer's obligation under clause 6.3B, ceased at Practical Completion, or continued thereafter and/or encompassed such loss and damage occurring after practical completion.
2. Whether any claims for breaches of contract and/or negligence are barred by operation of clause 6.3B.

In first instance of the Central London County Court Judge Knight found that the obligation of the Employer under clause 6.3B continued after practical completion and for the duration of the defects liability period. Judge Knight also found that any claims for breaches of contract and/or negligence are barred by operation of clause 6.3B.

In the beginning of the proceedings Mr Aeberli on behalf of the Appellant (Employer) outlined the grounds of the appeal. Only the first issue was discussed, as the second issue was dependant on the decision on the first issue. After the examination of the Appellant's grounds, Mr Sears QC continued with the discussion of the response.

The judges, following the statements of the two parties and their examination, withdrew to decide. The verdict was to allow the appeal with costs, with reasons that would be known with the drafting of the judgement at a later stage. Opportunity for appeal was given to the Respondent which was however reserved.

The day was concluded with a kindly guided walk around the breathtaking structure of the Royal Courts. The architecture, combined with the history of the building, provided a memorable experience, a perfect ending to this valuable day.

Five out of the six students who attended the proceedings do not have a legal background, and I believe that such events organised by the KCCLA provide a useful "site" experience to the non-lawyer students of the MSc programme - probably it was much like lawyer students visiting a construction site.