**Assessment Worksheet Answers**

# Multiple-choice questions answers

1. **Answer**: B

2. **Answer**: B

3. **Answer**: B

 Short-answer questions suggested responses

**Explain the importance of ‘intention to create legal relations’ in forming a construction contract.**

**Indicative content:**

Intention to create legal relations is an intention to enter a legally binding agreement or contract (1) because it is one of the necessary elements in formation of a contract (1).

Intention to create legal relations means both parties accept the legal consequences of having entered into an agreement (1) which results in a legally binding contract (1).

**Describe the purpose of the Party Wall Act 1996 and how it assists in managing boundary disputes during construction.**

**Indicative content:**

Start by defining the purpose of the Party Wall Act 1996. (1)

* The Party Wall Act 1996 provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings.

Give **two** examples of how the Party Wall Act 1996 assists in managing boundary disputes during construction. (2)

Any two examples from:

* Building owners must follow a process outlined in the Act to ensure both parties understand the proposed work and are protected from any potential damage or disputes
* The building owner must give formal notice to the adjoining owner before beginning any work on a shared or boundary wall. This notice includes details about the proposed work and must be served at least two months before the work starts.
* A Party Wall Agreement is a legal document that sets out the details of the planned work on or near a party wall and ensures that both the building owner and the adjoining owner are protected.
* This agreement ensures that the work is done fairly and with minimal disruption to both parties.
* If the adjoining owner does not agree to the proposed work, both parties appoint a Party Wall Surveyor to help resolve the dispute and draft the agreement.
* If the building work causes any damage to the adjoining owner’s property, the building owner is responsible for paying for repairs. This must be outlined in the Party Wall Agreement.
* The building owner may require access to the adjoining owner’s property to complete the work, but this must be agreed upon and documented in the Party Wall Agreement. Access must be respectful and planned to minimise disruption.

# Scenario-based questions

**Example:** **A property developer encounters delays in a commercial project due to unforeseen weather conditions, impacting timelines and budgets. Discuss how an NEC contract’s flexibility could help manage such delays, compared to a more rigid approach in a JCT contract, focusing on collaboration and risk-sharing.**

**Indicative content**

* NEC’s collaborative framework encourages ongoing dialogue to adapt to changes smoothly which means discussions should be taking place at regular intervals as the bad weather starts to impact the timelines and budgets.
* NEC contracts offer greater flexibility in terms of flexible payment options which might have to be applied if the project/ deadlines are delayed due to inclement weather
* NEC contracts offer integrated time/cost adjustments which would be totally appropriate in this scenario due to the weather issues
* The risks are shared between the contracted parties with an NEC which means both parties can share the financial budget impacts/delays in project over run.

**Example: John and Lisa purchase a property as tenants in common, each holding a 50% share. If John decides to sell his share, what implications does this have for Lisa, and how does this differ from joint tenancy arrangements?**

**Indicative content:**

* As tenants in common, John has the right to independently sell or transfer his share without Lisa’s consent, though any restrictions mentioned in the agreement must be taken into account.
* John could sell his share to Lisa if she wanted to buy it.
* Lisa may be forced to sell her share as she cannot afford to buy John's shares and therefore may have to move out.
* Lisa cannot be forced to sell her share of the property without a court order.
* Under a joint tenancy agreement, John cannot sell his shares without agreement from Lisa because an agreement from both owners is required.