

*These notes refer to the Construction Contracts (Amendment) Act (Northern Ireland) 2011 (c.4) which received Royal Assent on 10 February 2011*

# Construction Contracts (Amendment) Act (Northern Ireland) 2011

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## **EXPLANATORY NOTES**

### **COMMENTARY ON SECTIONS**

#### ***Section 1 - Requirement for construction contracts to be in writing***

As originally enacted, Article 6 of the 1997 Order provided that the 1997 Order only applied to contracts which were “in writing”. The corresponding provision within Part 2 of the Housing Grants, Construction Regeneration Act 1996 in GB was interpreted restrictively by the courts such that all of the non-trivial terms of construction contracts had to be “in writing” for Part 2 to apply.

Section 1 removes this general requirement, whilst prescribing that various matters must nonetheless be in writing.

Subsection (1) repeals Article 6 in its entirety with the effect that the 1997 Order will apply to all construction contracts – those which are wholly in writing, partly in writing or wholly oral.

Subsection (2) provides that certain provisions of a construction contract, relating to adjudication, must be “in writing”. These are various provisions relating to adjudication.