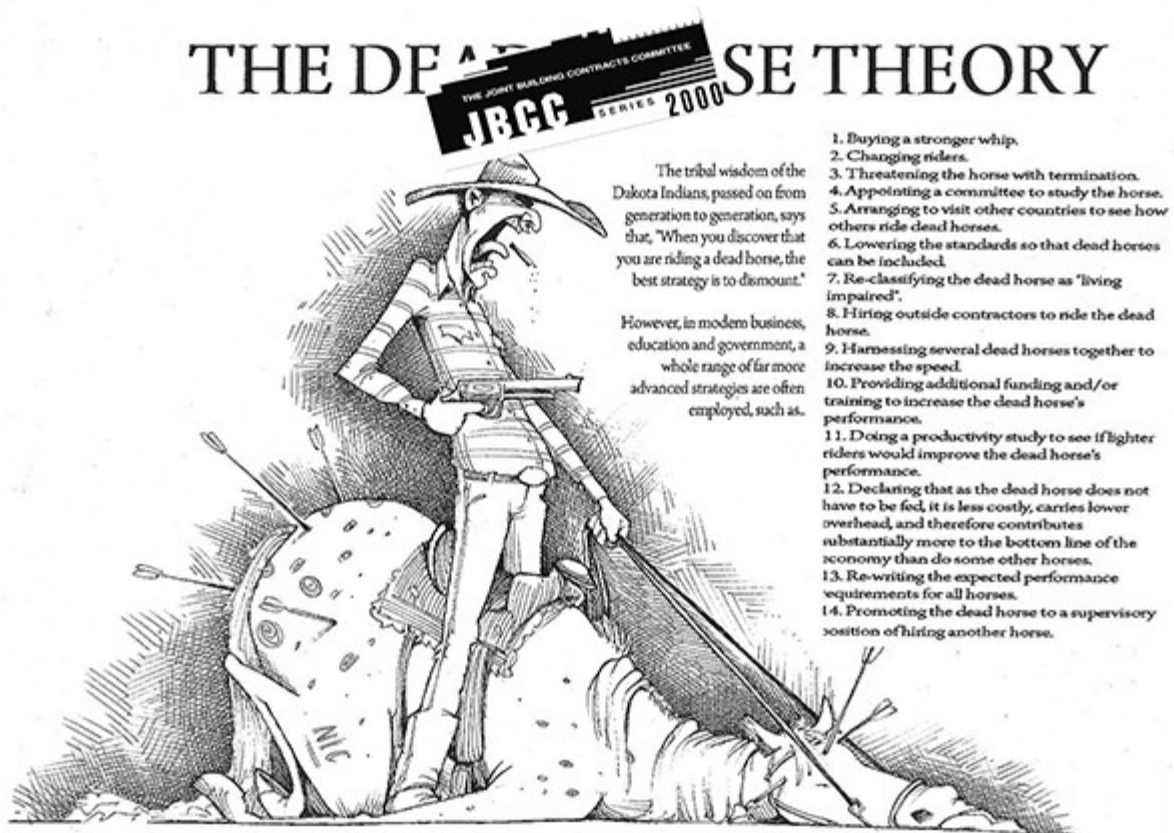




Euthanizing the JBCC Series 2000 Contracts - It is the humane thing to do

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Shadleigh Terence Brown

Highly skilled and practiced construction professional MSc LLM FRCIS FCIArb FAArb MCIOB

With age eventually, and sadly, many of us find ourselves in a difficult position with a beloved pet; when you know the right thing to do is to put the poor creature out of its misery. As attached as we are to it, there simply comes a time when the good outweighs the bad, and there is only one right choice to make. Instead of another hip operation, more cortisone, or kidney surgery, the right thing to do, is the only humane thing to do.

Well folks, I hate to be the bearer of bad news, because I know how many of you are attached to the JBCC series 2000 contracts. Like flogging the proverbial dead horse, there has been revision after revision: edition 4.1 in 2005, followed by edition 5.0 in 2007, then edition 6.0 in 2013 and followed closely by edition 6.1 in 2014, edition 6.2 in 2018. Each revision attempting the impossible; to revise and revive the incurable.

It is time for us to make that inevitable, but benevolent choice. We need to take the entire suite of JBCC series 2000 contracts out to the back of the shed, and with one single, humane, well-aimed shot, put each of the poor things out of their misery. It honestly is the only pragmatic way forward. Trying to amend the unamendable simply shifts problems from one clause of the agreement to another. Every honest construction professionals that I have worked with in South Africa, bar none; see the JBCC agreements as a curse. Attorneys, advocates, and dispute resolvers, see them as a blessing; the fountain of endless appointments.

Contractors fear them, employers' abuse them, and principal agents generally have no clue what any of it means. In all, these agreements result in more disputes than any other single cause of dispute in the South African construction industry. Even the Minor Works Agreement, designed for use by fledgling contractors, requires extensive legal knowledge to comprehend and even then it is open to a multitude of interpretations.

I am not too proud to beg on behalf of my industry, so please can those that can act accordingly please make the difficult, but correct decision. Accept that they are long past saving, that they are irredeemable. Can someone stand up and be the adult in the room; accept the completely obvious, and draw a line through the mistakes. Remove the jumble of flawed editions from use, and start afresh; from grassroots; from ground zero. Get new minds involved; take the lead from streamlined agreements such as FIDIC or the NEC; but do the struggling South African construction industry a favor, rid it of this anathema.

For an industry fighting to see the light of day, yet another poorly revised, absurdly assembled JBCC agreement will ultimately result in a kick in the place we all know it hurts most; the pocket. Revising them yet again is not the answer; we need to make the humane choice, and make it now.

End the suffering, put these terminally ill contracts and all whom they afflict, out their misery. It is time for a new series.