

Form	JCT (Joint Contracts Tribunal) Home Owner Building Contract	FMB (Federation of Master Builders) Simple Building Contract for Domestic Work	RIBA (Royal Institute for British Architects) Domestic Building Contract	500 Words Small Works Contract for Consumers
Use and scope	“designed specifically for people looking for the benefits and protection of a contract when appointing consultants or contractors to carry out their building work”	“designed to provide a simple guide for both client and contractor for smaller building projects and to safeguard their respective interests”	“designed to be a simple, clear and easy to understand and use contract between a client and a contractor, and can be used on all types of simple commercial building work”	“designed to create a simple and effective contract for small works projects which anyone can read, understand and use.”
Availability	As editable pdf for a fee from www.contractstore.com	As editable pdf but only available where contractor is a member of the FMB from https://www.fmb.org.uk/	In hard or online versions for a fee from https://www.architecture.com/	As editable pdf for free from https://just500words.co.uk (sample B2C and B2B small works contracts available)
Length	2 copies of contract, enquiry letter and guidance notes. Approved as a clear contract by the Plain English campaign	11 pages including guidance notes, illustrative timeline and cancellation form. Drafted in plain language	32 pages including guidance notes and checklist. Mostly plain English but some jargon.	2 pages excluding project details Drafted in simple plain terms
Up-to-date	Latest edition 2005 (updated 2015)	Latest edition 2018	Latest edition 2018 (launched in 2016)	Latest edition 2020
Administration	Two versions – one with contract administrator (client deals direct) and one without.	No contract administrator required by contract	Uses architect//contract administrator <i>Option for client to act as contract administrator</i>	No contract administrator required by contract
Design	Assumes contractor design	Can include contractor design	<i>Option for contractor design</i>	Can include contractor design
Cost	Pay 95% of invoices either one payment on completion or by instalments as set out in schedule. Payments to be made 14 days after invoice. Remaining 5% paid 14 days after end of defects period.	By instalments if over 28 days, as set out in schedule. Invoices submitted monthly or staged and to be paid 14 days afterwards.	Milestone or interim payments. Detailed process which requires experience. Payments process complex with notices required by specific dates. Payments to be paid 14 days after the due date (unclear)	By instalments – schedule of three included in sample contract. Payment period to be set by parties.

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Time	Completion date can be extended for changes or reasons beyond its control by customer	Completion date can be extended – see illustrative timeline – for changes and unexpected events by agreement	Completion date can be extended for listed events by contract administrator. Contractor to pay compensation for late completion	Completion date can be extended for changes, client act or omissions or changes beyond the parties’ reasonable control.
Quality	Set by works documents. Contractor to remedy defects for 3 months after completion.	Largely set by works documents. Goods fit for purposes described. Contractor to remedy defects for 6 months after completion. <i>Reference to FMB Home Improvement Warranty</i>	Largely set by works documents. Contractor to remedy defects for agreed period after completion. <i>Option for new build warranty</i>	Reasonable skill and care to meet the standards or be fit for the purposes set out in the works documents. Contractor to re-perform works and to remedy defects for agreed period after completion.
Client obligations	Obtain planning, building regulations and part wall consents (option) Provide access & facilities Allow contractor to make as it sees fit Advise insurers of works Comply with warnings on health & safety	Obtain planning and permission from landlord Provide access & facilities Give instructions Pay invoices Insure against damage to existing structures Act as client for CDM Regulations (see end)	Describe works Provide access & facilities Pay invoices Appoint architect/contract administrator Appoint other specialists Collaborate to resolve issues Insure as stated Act as client for CDM Comply with health & safety laws	Collaborate Pay invoices Send pay less notices Pay interest on overdue sums Extend completion date
Client Remedies	Defects remedy	Can ask builder to repeat work or reduction in price; also defects remedy (as above)	Advance warnings of issues Suspension for exceptional circumstances beyond both parties’ control Defects remedy Damages for late completion	Repeat performance Defects remedy

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Client rights to end the contract	7-day cancellation (14 days under CRA) Breach of health/safety Incompetent careless or unacceptable standard of work Insolvency	14-day cancellation (as under Consumer Rights Act 2015, CRA) Stop works for fails to turn up without cause Insolvency Fail to complete work within work period	14-day cancellation (as under CRA) Contractor abandons works, fails to proceed regularly and diligently, fails to comply with instruction or is in material breach of contract Insolvency	14-day cancellation (as under CRA) Notice for serious breach Immediate termination for insolvency
Resolving disputes	Adjudication under specific scheme and then court	Meet amicably Resolve under warranty terms Use alternative dispute resolution in good faith or use free FMB Dispute Resolution Service Court is last resort	Negotiation or mediation Adjudication Optional arbitration Court is last resort	Adjudication (no process set out) Court is last resort
More information	Article comparing Home Owner 2009 with JCT Minor Works 2011. See also guidance for self-builders	See blog giving options (although out-of-date links)	Article on 2018 editions by RIBA author. See also this guide to writing your own contract	Book available to explain content and how it works: How to Write Simple and Effective Small Works Contracts in Just 500 Words.
Warnings	Does not comply with CRA (which gives 14 days to cancel)	Currently only available where contractor is a member of FMB	Designed for use by architect as contract administrator (CA) – an alternative contract for use with a CA is JCT Minor Works 2016	Not possible to add clauses without rewriting the content. Relies on client knowing its legal duties under CDM.
Summary	Simple and balanced contract with all essentials covered. Easy for client to use without legal advice	Simple and balanced contract with all essentials covered. Easy for client or contractor to use without legal advice	Concise contract but not simple to administer by inexperienced client	All key essentials covered. Easy for client to use without legal advice

Under the Construction (Design and Management) Regulations 2015 various people involved in your retrofit project will have specific duties to carry out. These duties are designed to manage health, safety and welfare relating to construction projects. The HSE has guidance on these regulations available from <http://www.hse.gov.uk/pubns/books/l153.htm>.

Under the Consumer Rights Act 2015, any householder who is not acting in the course of a trade (ie work on their own home) has a number of statutory remedies it can rely on:

- Right to cancel for 14 days after the contract was made; if works start before this period ends you will have to pay for them
- Right to ask contractor to repeat or remedy a service if not carried out with reasonable skill and care (at no cost and within a reasonable time); if this is not possible, you can get a refund of some of the money paid
- Right to get a refund for faulty goods if they cannot be repaired or replaced; goods must be as described, fit for purpose and of satisfactory quality.