

Cork Institute of Technology

Bachelor of Science in Construction Economics – Award

Bachelor of Science in Construction Management – Award

(CCECO_7_Y3) (CMNGT_7_Y3)

Autumn 2008

Law

(Time: 3 Hours)

Instructions:

Answer FOUR questions from the following:

All questions carry equal marks

All parts of a questions carry marks as stated

Examiners: Ms. E. Farr

Ms. J. Blake

Mr. J. Hanahoe

Mr P. Quinn

Mr. S. Brady

- Q1. (a) A building contract, governed by an RIAI Standard Form of Contract, involves at least seven participants. Identify them and outline their roles. (15 Marks)
- (b) Explain the division in law between contract and tort. (10 Marks)
- Q2. (a) Identify four standard forms of contract published by the RIAI and indicate where each would be used. (10 Marks)
- (b) Explain the doctrine of *contra preferentem* in relation to the development of standard forms of contract. (5 Marks)
- (c) Explain the implications of whether or not the bill of quantities forms part of the contract documents (5 Marks)
- (d) What remedies are available to the innocent party in the case of a voidable contract (5 Marks)
- Q3. (a) Outline three ways by which an architect may minimise claims for unnecessary work and delay caused by opening up work for inspection. (5 Marks)
- (b) Apart from the architect, the contract extends a right of access to the site to a number of other named persons. Identify them and give the relevant clause number(s) (10 Marks)
- (c) For any party to become involved with another party in tort, there are three basic requirements. Identify them. (10 Marks)

- Q4. (a) Clause 15 deals with assignment and sub-letting. Explain both of these terms in relation to the contract. (5 Marks)
- (b) Outline the consequences of failure due to a sub-contractor's design. (5 Marks)
- (c) Indicate how the employer would discover that a nominated sub-contractor had not received payment to which they were entitled. State the remedy to this problem (10 Marks)
- (d) What is the purpose of having a variation clause in a building contract? (5 Marks)
- Q5. (a) Explain the statement 'a contract of insurance is one of *uberrimae fidei*'. (5 Marks)
- (b) What is the contractor required to do upon being given possession of the site. (5 Marks)
- (c) Outline the consequences of the employer's failure to hand over possession of the site (5 Marks)
- (d) Outline the potential consequences on the contractor's organisation of failure to be given possession of the site. (5 Marks)
- (e) Identify the losses which a contractor might suffer as a result of a delay. (5 Marks)
- Q6. (a) Discuss the items to be considered when selecting the length of the defects liability period. (5 Marks)
- (b) Outline the procedure to be adopted for making good defects that manifest themselves during the defects liability period (5 Marks)
- (c) What option is open to the employer if the contractor refuses or unreasonably delays the remedying of defects. (5 Marks)
- (d) Describe the conditions that must be complied with before the value of materials stored off site will be included in an interim certificate. (5 Marks)
- (e) Give the reason why a collateral warranty would be necessary in a building contract governed by the RIAI conditions of contract. (5 Marks)