

## Book review

### NEC3: A User's Guide

J. Broome. ICE Publishing, London, UK, 2012, ISBN 978-0-7277-4109-7, £35, 294 pp.

This book can be recommended as both an authoritative read and an easy reference to the NEC3 suite of contracts. There are more than a few guides to the NEC – pamphlets, seminars and on-line – but, for many, a book is often the guide of choice. However, some books can suffer from being too long-winded or difficult to navigate. These perils have been avoided and readers will find this *Guide* both easy to read and to dip into as a reference.

*NEC3* is a complete rewrite of an earlier guide that addresses the whole suite of contracts and incorporates research into user's needs. It is neither a clause-by-clause guide nor a legal tome, but a manual to ensure that the ECC (engineering and construction contract) is used properly in the wide variety of situations where it is likely to be employed.

It consists of four sections, each containing chapters that pick out the important stages of contract administration. It is comprehensive, giving an explanation of the development and use of each of the individual parts of the suite of contracts, through preparing and awarding a contract, to

resolving issues and disputes. Good practice is highlighted throughout and mini case studies are used to illustrate points where necessary.

For the newcomer to the NEC there is valuable guidance of what needs to be 'unlearnt' from traditional forms of contract and guidance on which is the most appropriate form for a variety of circumstances. For the experienced user there is guidance on a variety of situations that might arise. Importantly, this is presented both from the point of view of how to avoid the situation arising in the first place, and what to do if it does occur. This is explained from the perspective of each of the parties to the contract.

While the NEC is now becoming ubiquitous on large construction contracts, its use is more limited on smaller municipal schemes. This is, in part, understandable given the low number of contracts and the reluctance of small contractors to enter into unfamiliar forms of contract. It is, however, short-sighted by both parties. By avoiding its use, the local authority cannot take advantage of a less adversarial form; the contractor will not acquire the experience they need.

Every professional, be they engineer, manager, legal or financial officer, should read and have this book available for reference when required.

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