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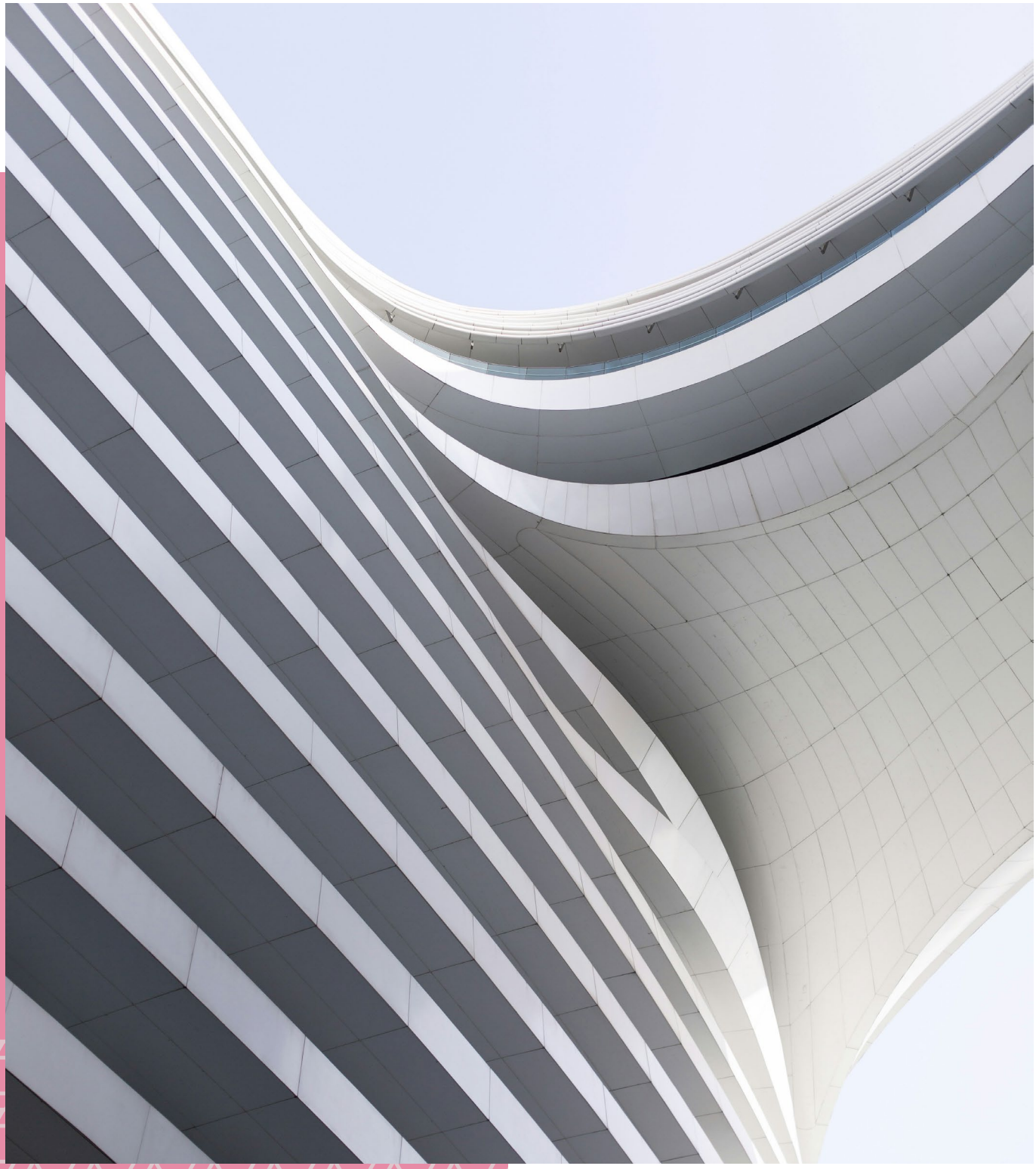
Aggregate



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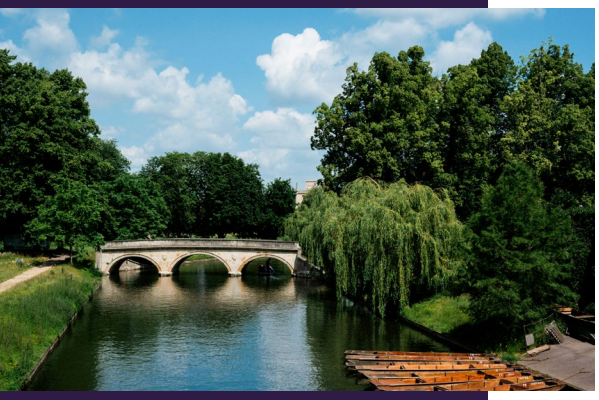

Welcome.

In this edition of Aggregate:

- Andrew takes a look at the recent case of BDW Trading v. Ardmore, which found that claims under the Defective Premises Act could be referred to adjudication, a decision which has potentially wide-ranging implications given that DPA claims have increased significantly recently in light of fire safety type claims.

- Sophie sheds some light on self-storage schemes, a sector that has seen significant growth since 2005 and looks set to continue to flourish – but one that has particular issues that any developers involved in the area should be aware of.

- Molly – our most recently qualified solicitor, congratulations! – reviews letters of intent and the dangers around using them – an issue that keeps on cropping up, and is particularly relevant in the context of increased main contractor insolvencies where LOIs are often used to keep a job moving.

- Amelia looks at a case from last year about who took on design responsibility under a JCT Design and Build contract, and considers the amendments that need to be made if parties intend to place full design liability on the contractor.

We hope you enjoy this edition, and as ever, if you have any ideas for future articles or other feedback, do please get in touch.

Oli
Editor-in-Chief

ARCHOR

So can you adjudicate a Defective Premises Act claim?

In a case decided just before the Christmas break – *BDW Trading Limited v. Ardmore Construction Limited* [2024] – the court has said that where there is a contract between the parties, any claim made under the Defective Premises Act 1972 (DPA), potentially long after a contractual claim cannot be commenced due to limitation, can be decided by adjudication.

Andrew Rush
Senior Partner

PA claims are generally technically complicated and, because of the potentially 30-year limitation periods, can concern historic defects. Is adjudication suitable for these claims? Can the adjudication system cope with the additional workload? Is the what the case said even right?

The BDW v. Ardmore case

Before addressing those questions, let's take a look at the case. The property in question was Crown Heights in Basingstoke. BDW, while not the original contracting party, took an assignment of all of the Employer's rights under the relevant building contract. There were allegations of fire safety defects an adjudication was commenced 20 years after practical completion of the works.

As the alleged breach was well past the normal 12 year limitation period, exceptions to that rule had to be explored by BDW to allow a claim. Due to the changes to the DPA under the Building Safety Act 2022, the limitation period for a DPA claim had been extended retrospectively to up to 30 years. So it was common ground that a DPA claim was not time-barred – the question was whether such a claim could by decided by adjudication or if court/arbitration was the only tribunal. The issue hinged on whether or not a claim under the DPA was a dispute 'under' the building contract.

The whole purpose behind the DPA when introduced was to allow homeowners a right to bring a claim against a developer / builder / architect in circumstances where they did not have a direct contract with any of these parties and the property they had purchased was uninhabitable. The DPA had become slightly redundant as it was difficult to demonstrate a property was uninhabitable due to defects (even though whether a property was 'uninhabitable' was not quite the same as whether it had in fact been 'inhabited').

However, this all changed under the BSA, with defective cladding being recognised as a reason amounting to a property being classed as uninhabitable. The whole premise of a DPA claim is it is a claim in tort. So the typical scenario for a DPA claim was (until recently) where there was no contract between the parties. Most readers of this article would accept that an individual homeowner, who does not have a contract with the party they are bringing a claim against would not be able to avail themselves of the adjudication regime. The appropriate tribunal would be court. So why is it different for BDW?

The Case For?

First, morally why should a party to a construction contract be able to avoid adjudication just because the claim is a DPA claim when there was a contract between the parties and the only reason a right to adjudicate a contractual claim will not succeed is a limitation defence? This moral argument works if you consider limitation periods to be an anathema and that an employer should always be able to recover damages for defective workmanship regardless of the time passed.

Secondly, the judge relied heavily on a House of Lords case – ***Fiona Trust & Holding Corp v Privalov*** [2007]. This case (being a House of Lords decision) had significant weight, and related to an allegation of bribery and whether an arbitration could be imposed on a party who alleged it would have never entered into the contract but for the bribery. The court in Fiona Trust effectively said if rational businesspeople make a commercial decision to enter into a contract with an arbitration clause, they are likely to have intended for all disputes arising out of that relationship to be arbitrable – in other words arbitration covers any form of claim. In simple terms, Lord Hoffman in Fiona Trust said a wide interpretation should be applied to dispute provisions. So applying this principle, as the parties had entered into a contract covered by adjudication, a DPA claim "in relation to the contract" should also be covered by adjudication.

The Case Against?

First, the most analogous situation to a DPA claim is a claim for misrepresentation under the Misrepresentation Act 1967. You have to have entered into a contract for such a claim to even exist, yet the Courts in the case of ***Hillcrest Homes Ltd v. Beresford & Curbishley Ltd*** [2014] made clear that a misrepresentation claim could not be subject to adjudication. This seems to directly conflict with the BDW decision.

Secondly, as mentioned, heavy reliance is placed in the BDW decision on the Fiona Trust case. The reasoning behind imposing arbitration for all forms of action in the Fiona Trust case was because the parties had expressly entered into a contract with an arbitration clause. This slightly misses the point in a construction context, as parties to a construction contract cannot choose to apply adjudication – so it is not a choice of the parties at all – it is implied by the Construction Act.

Thirdly, and considering the choice made by Parliament, when introducing the Construction Act there was no suggestion that non-contractual claims were covered by Adjudication. Had this been intended it would have been simple to make clear that the right to refer to adjudication covered a claim under the DPA (and for good measure the Misrepresentation Act 1967) – but the Construction Act does not do this. When the first Construction Act was amended by the Local Democracy Economic Development and Construction Act 2009, again it could have been amended to include a DPA claim – but it was not. Finally, when the Building Safety Act 2022 was introduced Parliament could have amended the Construction Act to make clear that a DPA claim (this being post Grenfell) could be resolved by Adjudication. But again, it did not. In this case, it had already amended the DPA limitation periods, so the use of adjudication can be presumed to have been in its contemplation.

> *"Finally, when the Building Safety Act 2022 was introduced Parliament could have amended the Construction Act to make clear that a DPA claim (this being post Grenfell) could be resolved by Adjudication*

Andrew Rush
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Fourthly, the generally recognised purpose of Adjudication is ensuring cash flow through the construction supply chain. A DPA claim from an alleged breach potentially up to 30 years ago would seem inappropriate for Adjudication. Most relevant documents will not exist and/or be in hard copy only and oral evidence and hearings may be necessary, so an historic DPA claim like this does not seem suited to a 28-day paper-based dispute resolution process – nor can it be said to be necessary for cash flow in the industry. The adjudicator in this case, Mr Riches, is a very well-known and respected adjudicator, but is an adjudicator (who are often quantity surveyors or construction professionals without legal training) really the correct person to decide such a dispute?

Conclusion

Whether it goes to appeal, or whether it is considered in another case, for now at least the effect of the decision is to allow historic cladding claims (which were otherwise time-barred) to be decided by adjudication. That offers claimant parties a potential quick way of unlocking a dispute, but places defendants with the risk of having technically complicated and high value (the BDW decision was for £14.5m) issues determined in just 28 days on a 'pay now, argue later' basis.

Although the true impact of this decision is not yet known – it will only really affect cases where there is a contract (which is not always the case with DPA claims) and the contractual limitation period has expired – I suspect we have not heard the last of this issue.

Shedding light on self-storage

Trials and tribulations

Sophie Bennett
Associate

According to the Self Storage Association (SSA)'s 2024 industry report, the self-storage industry in the UK has tripled since 2005 and now has a turnover of £1.08 billion. With this boom, we have also been taken a look at the contractual struggles of the self-storage industry and have compiled a short list of common contractual issues facing self-storage projects.

Ground Conditions

As self-storage is usually built on brownfield sites rather than greenfield, and it's not always prime real estate, ground conditions can be less than ideal. Considerations need to be made for possibly flattening any slopes, and towards the groundwater conditions of the area – customers wouldn't be too happy with damp infiltrating their units and affecting their belongings!

We recommend a full design and build contract with the risk for ground conditions being placed on the contractor. Of course, the contractor will price for this in their tender, so this will need to be raised at an early stage with a robust draft contract supplied in the tender packs and sufficient time allowed for the contractor(s) to carry out their own surveys to get comfortable with the risk.

We have also had a project in which Japanese Knotweed was a relevant issue. In the event there is knotweed on or near your site, it would be prudent to obtain a guarantee from any knotweed specialist treating the site, and having such guarantees reviewed by a solicitor to ensure that you are covered properly. This can be a tricky situation as contractors are reluctant to take on the risk for Japanese Knotweed as they are often not well-versed or specialised in this area. Our previous article on the risks of Japanese Knotweed is available on our **website**.

Planning Conditions

This is more of a commercial aspect than a construction law issue, but the SSA's report states that 70% of customers were made aware of local self-storage units through their being visible from the road. This is a practical consideration to be made when considering the land to purchase.

The legal considerations start to come into play when you consider the potential need for a section 278 highways agreement to make the units accessible from a local authority owned roadway. Within your building contract you would need to ensure that there are clauses around compliance with such agreements or planning conditions, as well as an indemnity to protect yourself in the event the contractor breaches such conditions or agreements.

Neighbours

Even if your site is predominantly surrounded by commercial units, nuisance and trespass can be of concern to your neighbours, especially if it may affect their trading or business. It's important to have clauses addressing nuisance within your contract and to ensure that the contractor is indemnifying you for any claims from or damages to a neighbouring site. Even if the neighbouring land is generally unoccupied, it may change in the future or be used for a secondary purposes such as a car park - blocking access or causing damage in these circumstances can have significant implications for costs, so careful consideration should be made towards site boundaries and which party will be taking responsibility for establishing the extent of those boundaries. As this can also take time and may require the contractor to come on site early to be able to price the risk, contractors should be made aware if they are to shoulder this burden as soon as possible to avoid delay.

Areas

It's likely you will be expecting to have specific internal areas or lettable areas for your units. If that is the case, you will want to ensure that the contractors are held to those areas within the contract, and that liquidated damages are established for any areas that do not meet those expectations.

Interestingly, the SSA's report shows that both domestic and business customers generally opt for units between 10 and 50 sq ft (43% and 33% respectively), so there appears to be a preference for these smaller sized options, with 51 – 100 sq ft units coming in second for both areas. Getting the right size does seem to be important for customers so it should be important for developers.

Funding

A big contractual and legal consideration is always funding. Most commercial endeavours we come across are externally funded and the facility/funding agreements and funder expectations can cause the longest delays to getting into contract or to receiving drawdown. Funders have fairly rigid expectations that can take contractors and consultants by surprise, so it is important to flag to your professional teams that an external funder is coming or likely to come onboard and will require security (for example in the form of collateral warranties or third party rights). Funders may also have tight timelines for turning documents around, so it is also important to have your solicitors lined up with as much information as possible so that they can turn these around quickly for you.

Negotiations with funders can also be time consuming and an open line of communication directly with the funder, its solicitors and its monitor is always beneficial as it can help to manage the commercial reality of the project. Solicitors are always grateful when clients can manage the funder's commercial expectations as, while something may be legally possible, in reality it can be very different (see the section below on bonds, for example). It may have been some time since the funder has dealt with a particular industry, or it may be dipping its toes into self-storage funding for the first time, so expectations may not always be aligned. Management of these expectations, both through yourselves and your solicitors, can be very important to ensure a smooth flow through the funding process, and enable you to get drawdown on time.

> *Bonds are also becoming increasingly difficult for contractors to obtain, with a lot of providers being overseas entities*

Sophie Bennett
Associate

Limitations/Insurance/Bonds

The insurance and bond markets are hardening, particularly with the insolvencies of large contractors in recent years. The fallout from Carillion, for example, is still being felt across the supply chain many years after its demise, and this background can make it difficult for certain contractors or consultants to obtain specific levels of insurance or bonds.

We are more frequently seeing limitations of liability on consultant appointments, so it is important to be aware that the commercial risk for clients is increasing, and to prepare your stakeholders for the reality that most consultants these days will require limitations of liability. Insurers are also more frequently getting involved in the review process of appointment documentation, and it can be difficult to get insurers to move on certain positions (for example, insurers are often wary of all indemnity clauses, not just those they should be wary of!). This can cause delay or difficulties with stakeholders, so it can be beneficial to prep your stakeholders in advance and outline the history of the current insurance market. 'Each and every' insurance is also becoming rarer, so it may be that you will need to flag to your stakeholders that aggregate insurances, or insurance with unlimited reinstatements are now more common, in order to manage their expectations.

Bonds are also becoming increasingly difficult for contractors to obtain, with a lot of providers being overseas entities. It's important to have a solicitor to review a bond to ensure you are protected in the event your contractor becomes unable to carry out the works; particularly if an overseas entity is providing the security, as there can be implications on enforcement and the validity of such bonds. Sureties are also requesting more amendments to standard forms of bonds, as are employer entities for protection, so it may be worth flagging to stakeholders that forms of bond they have previously been able to obtain may not be obtainable anymore.

Conclusion

The future of self-storage seems buoyant with growth being incredibly fast since 2005. The SSA has also flagged that there may be revolutionary self-storage options in the future, such as 'drive-up' self-storage. Such options would likely have further impact on the contracts entered into as part of any such project, as space, nuisance, planning and ground conditions will become riskier with larger sites, and with additional requirements for such drive-up facilities.

We've seen a growth in self-storage schemes, and an increasing maturity among those involved in the sector – which is a double-edged sword for developers, as although it increases knowledge of the sector it can make deals more complicated. If you are involved in self-storage (whether as developer, funder or contractor), or are looking to get involved, do get in touch to have a chat about how you can best protect your legal interests.

Letters of intent and potential unintended consequences

Molly Lockerbie
Associate

A letter of intent (LOI) is a frequently used document that enables work to be carried out in advance of a building contract being entered into. This usually happens during the initial stages of the development to enable a contractor to begin the works with confidence that payment will be made, and assurance that they are likely to be the selected contractor for the remainder of the works under the building contract. It is increasingly also being used in contracts where the main contractor has become insolvent (or otherwise left the project), and the developer wants to use LOIs to keep the project moving.

Although commonly used, there is no standard form for LOIs, unlike building contracts (JCT, NEC etc), meaning that the precise effect of an LOI can vary widely from a letter which simply expresses a party's intention to enter into a contract to effectively a binding construction contract that actually governs the entirety of the works. To be recognised as a contract between the parties, there must generally be offer and acceptance, an intention to be legally bound by an agreement to provide sufficient consideration, and sufficient certainty of terms. Before entering into an LOI, the following areas (amongst other things) should be carefully considered.

Explicit terms

Parties sometimes do not take into consideration what is contained within an LOI as they are often keen to get the project started. As a minimum, it is essential that there is a defined scope of works to be carried out under the LOI, a time period for doing so, a clear payment mechanism, and provisions relating to who will be obtaining the relevant insurance policies. In the event that an LOI does not contain these essential points, there is room for extensive (and expensive!) disputes. For example, payment terms will be implied in by the Construction Act for applicable contracts, which if the paying party is not aware can lead to automatic rights to payment.

Subject to contract

Parties to an LOI sometimes believe that saying the terms of the LOI are 'subject to contract' means that the terms will not be binding until a main contract has been entered into, but this is not always the case. The courts are slow to find that there is no binding contract at all where substantial work has been carried out for sufficient consideration. In *RTS Flexible Systems Ltd v. Molkerei Alois Muller GmbH & Co. KG* [2010] the Supreme Court held that following a LOI being signed the actions of the parties, such as carrying out works, created a binding contract. This was despite the fact that a draft contract was issued with the LOI, which stated that the terms would not be binding until both the LOI and main contract had been entered into.

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To avoid the above problems many agree that a formal building contract should be entered into rather than an LOI

Molly Lockerbie
Associate

Mind the cap

One of the issues with an LOI occurs when work goes beyond the authorised scope or expiry date. While practically speaking this is understandable – everyone wants to work in good faith to keep the works progressing while the main contract is negotiated – it can lead to disputes should negotiations stall. Such disputes often regard the relevant terms and, most frequently, about payment for the additional work.

A good example of this is a case from last year (*CLS Civil Engineering Ltd v. WJG Evans and Sons Ltd* [2024]). Here, a contractor started work under an LOI while negotiations for the main contract were ongoing. That letter provided an explicit overall payment liability cap of £150,000. However, subsequent LOIs issued during the course of ongoing negotiations increased the scope of works and entitlement to £1.1m. Negotiations between the employer and contractor became difficult and they did not enter into a subsequent contract.

The employer then terminated the contractor's appointment under the LOI and sought to rely on the cap of £1.1m specified in the latest LOI. However, the contractor claimed entitlement to payments in excess of £1.4m based on terms of the standard JCT Intermediate Form of Contract 2016 which had not been formally signed. The court disagreed with the contractor, holding that the parties were in the process of negotiating the terms and no offer by either party had been unequivocally accepted by the other party, and therefore there was no binding JCT contract. On the other hand, it said that the LOIs formed the basis of a legally binding contract as they defined the relevant works and set out a mechanism by which the contractor would be paid by the employer for the works which they had in fact then undertaken. It followed that the cap on liability specified in the LOIs of £1.1m would be binding on the parties.

In this case, the contractor lost out – it continued to work despite exceeding the cap. But there are some scenarios in which a contractor may not be limited to a capped amount under an LOI. For example, if there is no binding LOI, a cap cannot apply and the contractor will be entitled to payment on a quantum meruit (fair and reasonable) basis. Secondly, and often argued, contractors may be entitled to payment over the cap if it is held that the parties have impliedly agreed a variation to the LOI so as to increase the cap or have waived compliance with that cap. However, both are fact-sensitive and may be difficult to prove, and as such it is always advised that any cap is increased by written agreement before reaching the limit, or that works are put on pause once the cap is reached.

Can you adjudicate under a letter of intent?

In the event that the any of the above goes wrong, and there is a dispute between the parties before a formal building contract is entered into, it is possible for the parties to adjudicate under an LOI. In *Harvey Shopfitters Ltd v. ADI Ltd* [2004] 2 All ER 982, the Court of Appeal confirmed that a binding construction contract could be concluded under a LOI, provided all the necessary 'ingredients' of a valid contract were present, even if further contractual documentation had not yet been entered into. This is yet another reason why the drafting that sits within a letter of intent is so important, in order to avoid any unwanted disputes.

Conclusion

To avoid the above problems many agree that a formal building contract should be entered into rather than an LOI. In the Molkerei case referred to above, the Supreme Court commented that *"The moral of the story to is to agree first and to start work later"*.

However, it is not always that straightforward in practice and there are times when it is essential to get the work started before the parties will be in a position to agree on a complete building contract. It is in those circumstances where LOIs can be useful, so long as they are carefully drafted and the parties make clear what has and hasn't been agreed – and then continue to work towards signing that full building contract at the earliest opportunity.

Whose Design is it Anyway?

Lessons from Workman Properties v. Adi Building

Amelia Formoy
Trainee Solicitor

There is a popular misconception that an unamended JCT Design & Build Contract (2016 or 2024 version) makes the contractor fully responsible for the design of the works. It does not: it only makes the contractor responsible for completing the design in the Employer's Requirements.

This can result in a lack of clarity as to who is responsible if a design error occurs. Most developers therefore amend the standard form to place full and complete design risk on the contractor. Although there are variations in how this is done to ensure full risk of design is placed on the contractor, legal practices who specialise in construction law (such as us) typically do this is a very similar way – as discussed below.

This very issue came up for discussion in a case late last year, *Workman Properties Ltd v. Adi Building and Refurbishment Ltd* [2024], in which both parties claimed the other had responsibility for early stages of the design.

Background to the case

Workman and Adi entered into a JCT Design & Build Contract 2016 (with bespoke amendments as set out in a Schedule of Amendments) pursuant to which Adi was to design and construct certain works. The Employer's Requirements were stated to contain design up to RIBA Plan of Work Stage 4, but Adi (the contractor) said they were in fact not that far progressed and as a result it said it was delayed and incurred significant cost in completing the design. The employer's position was that the risk of the design (and whether it had been designed up to RIBA Stage 4) had been accepted by Adi under the contract.

The Employer's Requirements stated at paragraph 1.4 that the contractor "will be fully responsible for the complete design, construction, completion, commissioning and defects rectification of the works" and that "Significant design has been developed to date which has been taken to end of RIBA Stage 4 with some parts of contractor specialist design elements together with Services design to Stage 4 (i) with generic design and performance requirements in order to deliver what the Employer is requiring within their controlled budget".

To cut a long story short, Adi went to a first adjudication seeking a declaration that the Employer, Workman, had warranted the design in the ERs would be completed up to Stage 4 through its statement in the second sentence of paragraph 1.4 that "significant design had been developed to date…in order to deliver what the Employer is requiring". In contrast, Workman relied upon the first sentence of the paragraph whereby it stated that the Contractor would be "fully responsible for the complete design…".

Perhaps surprisingly, the Adjudicator agreed with Adi. Adi then commenced a second adjudication relating to quantum and extensions of time. The second adjudicator, being bound by the first adjudication, awarded significant sums – c.£3m – to Adi flowing from the fact the design was not to RIBA Stage 4.

Workman did not agree and issued a Part 8 Claim seeking a decision on the contractual interpretation of the contract. The court found against Adi and in effect said the outcome of the first adjudication was incorrect (and therefore the second adjudication was unreliable as being based on the first).

The court set out that the amendments to the contract were extensive and the overall effect of these amendments was that Adi had taken on full design responsibility, including any pre-contract design and was therefore responsible for resolving any issues within the Employer's Requirements. It stated that apart from the second sentence mentioned above, *"all of the relevant contract terms point firmly towards the claimant's case"* and that *"the words used in that second section are nowhere near sufficient to require the other unequivocal contract provisions to be read as so heavily qualified"*. In effect, Adi had signed to up a contract where it had accepted full design risk and seeking to rely on a strained interpretation of one part of the Employer's Requirements was wholly insufficient.

How to amend the JCT D&B for full design risk

In fairness to Workman, the schedule of amendments contained all the normal changes to pass full design risk, so if Workman had not been successful there would have been a lot of contracts out there that had not adequately passed full design risk!

So how do you amend a JCT D&B contract to ensure the contractor takes on full design risk? The amendments typically fall into the following five categories

Category 1 – The Recitals

The Third Recital of the unamended JCT D&B states "the Employer has examined the Contractor's Proposals and, subject to the Conditions, is satisfied that they appear to meet the Employer's Requirements".

A properly amended JCT D&B looking to pass full design risk reverses this obligation (as was the case with Workman), placing the obligation on the Contractor rather than Employer: "the Contractor has examined the Employer's Requirements and has agreed to accept full responsibility for any design contained in them and acknowledges that the Employer's Requirements form part of the Contractor's Design Documents".

Category 2 – Completing the Design

The unamended JCT D&B clause 2.1.1 states that "The Contractor shall…complete the design for the Works". If looking to pass full design risk, the contract needs to make sure the obligation to complete also covers carrying out the design and typically states "The Contractor shall…carry out and complete the design for the Works…".

Category 3 – Responsibility for the contents of the Employer's Requirements

Clause 2.11 of the standard form JCT D&B states that "Subject to clause 2.15, the Contractor shall not be responsible for the contents of the Employer's Requirements or for verifying the adequacy of any design contained with them".

This is either deleted, or in Workman's case was changed so that Adi had to give notice of any design inadequacy and would not be entitled to a Change (leading to a potential for payment/EOT) for any resultant issues.

Category 4 - Discrepancies / Divergences

Clauses 2.12 to 2.14 of the standard JCT D&B relate to discrepancies within and between contract documents, particularly the Employer's Requirements and Contractor's Proposals. The unamended form places any discrepancies or errors in the Employer's Requirements on the Employer. As is to be expected, these clauses are either deleted or more often amended when looking to place full design risk on the Contractor.

Category 5 - The Overall Design Obligation

Clause 2.17 of the unamended JCT D&B is typically heavily amended to make clear that the Contractor takes on full design responsibility including any design carried out pre-contract and whether or not carried out by the Contractor.

Conclusion

The above 'package' of amendments is the typical way to shift entire design risk to the Contractor. This is exactly what Workman had done – hence why the adjudicator's original decision might be thought surprising. There are nuances to this, but it is important to amend all relevant clauses to ensure a full design risk transfer takes place. The lesson to be learnt from Workman, is to ensure any Employer's Requirements make clear that there is no contractual warranty given by an employer relating to the state and stage of any pre-contract design.

Whether you are an Employer or a Contractor it is imperative that you are aware of the clauses which deal with design responsibility. Our experience of working for employers and contractors means that we understand what is important to each party and our knowledge of the market allows us to do this. We specialise in providing advice on many forms of contract such as the JCT and NEC, and we find that the best way to mitigate against future disputes is to get your contract reviewed at the start.

We offer fixed fees for customised contract reviews, which will amount to a very small percentage of the overall contract sum – well worth it given the potential costs of a dispute (the Workman case had costs of £227,182 – not including what will have been the considerable costs of the two adjudications). Please get in touch, and we'd be happy to send you our menu of contract review options.

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