



## Definition of practical completion in a construction project

### Practical Completion – What does it mean?

The JCT forms of contract provide for the Practical Completion of the Works. Defining what constitutes Practical Completion is anything but a simple matter. The authorities provide no clear answer as to the meaning of the term. The following, however, will provide useful guidance:

- (a) even where there are latent defects the Works can nevertheless have reached practical completion;
- (b) subject to (d) below, where patent defects remain a Certificate of Practical Completion ought not to be issued, for the Defects Liability Period is to give the Contract the opportunity to rectify defects not apparent at the date of Practical Completion;
- (c) practical Completion means the completion of all the construction work that has to be done<sup>1</sup>;
- (d) where there are very minor items of work incomplete the Architect/Employer's Agent is given a discretion to certify Practical Completion, on "de minimis" principles.

The Architect should exercise this discretion with caution and obtain from the Contractor written confirmation of the works outstanding and a clear undertaking to complete them. Further, the Architect should consider the amount of retention money held and satisfy himself that it will cover both the cost of completing the works outstanding and any remedial works. The Architect should also satisfy himself that the Employer will not suffer any loss due to interference with his use of the Works whilst the items of outstanding works are undertaken by the Contractor.

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<sup>1</sup> See *Jarvis & Sons v. Westminster Corp.* [1979] 1 W.L.R. 637 at 646.