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BIOGRAPHY

Jennifer is experienced in construction and engineering claims and disputes, including complex litigation and international arbitration. She advises clients on industry specific issues including claims relating to defects, delay, payment and final account settlement.

ADMISSIONS

- England and Wales

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The role of policy and what it means for the conduct of claims for building safety disputes

In this Insight, first published in PLC, BCLP Partners Jennifer Varley and James Clarke consider the Supreme Court decision in *URS Corp Ltd v BDW Trading Ltd* [2025] UKSC 21, which has significant implications for building safety disputes. This article explores the four grounds of appeal brought by URS after the developer, BDW, sought to recover costs for remediating structural defects.

Insights

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Risk mitigation in a volatile price market

The construction industry will continue to face rising material prices, volatile markets and inflation. Disputes go hand in hand with rising prices as projects become much more difficult to complete on time and within budget. However, contractors can take some steps to protect themselves in a volatile market and manage liabilities and disputes if they arise.

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On 16 December 2021, the PFI Centre of Excellence issued its Phase 1 PFI Expiry Health and Learnings Report. In this BCLP Insight, Jennifer Varley considers how these development areas may impact both the public and private sector.

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How to avoid PFI contract expiry risks

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A final account problem – JSM Construction v Western Power

The final account is normally a wrap-up of the contractor's valid claims for extra payment. It's particularly helpful if claims were not submitted or assessed as works progressed. So, what happens if the contract doesn't have a final account procedure but there are claims outstanding once the works are finished? Can a final account procedure be implied under section 110(3) of the Construction Act 1996? This was one of the questions the TCC faced in the recent case of *JSM Construction v Western Power*.

Insights

Jan 25, 2019

S&T v Grove [2018]: Smash and grab lives on

Legal commentators forecast the demise of 'smash and grab' adjudications following the first instance decision in *Grove v S&T*. Upholding that decision, the Court of Appeal decided that an unsuccessful party to a 'smash and grab' adjudication can commence a separate adjudication seeking a decision as to the true value of its interim payment application. An employer can now adjudicate to recoup an overpayment without waiting for the next payment cycle (which was the position before the decision in *S&T v Grove*). Does the decision herald an end to 'smash and grab' adjudications? Will contractors be deterred because the employer can more quickly reclaim the overpaid amount? Not likely. The benefit to contractors of the 'smash and grab' adjudication is more than a temporary windfall. It offers the contractor cash flow, negotiating power in final account negotiations and puts

