

Your route through Compensation Event Claim

A sample report, built from invented answers, to show what yours will look like.

This report is based only on your answers, before we have seen any of your papers. It is not legal advice, and you should not rely on any date or time limit in it: check every date against your subcontract. Legal questions go to your solicitor.

Where you stand

Timing is in question on some of your events. Under the NEC4 main contract, you must notify an event within 8 weeks of becoming aware of it, or the period your subcontract sets. A late notification can lose the change to your price and dates. Whether it has is a legal question for your solicitor, and we set out the dates and the wording for them.

Some of the events said to be late came from your main contractor's own instructions or changed decisions. Under the NEC4 main contract, the 8 weeks do not bar an event that the other side should have notified itself. On your subcontract, the other side is your main contractor. That does not make every instruction safe, so each one is checked against your subcontract's wording.

Some events were met with silence, and the failure to reply has not yet been notified. Where your subcontract gives the route, that notice is what turns silence into acceptance. Without it, those events can sit unsettled until the final account.

Your events have met different answers, or you are not sure what was said. That is common. Each event is sorted on its own, because a refusal, a low assessment and silence each need a different reply.

Your quotations were priced from your usual rates or as a lump sum. Under an NEC subcontract, a quotation is usually built from Defined Cost, the contract's own measure of cost. The Fee, its percentage for overheads and profit, is added on top. Priced another way, a quotation is easy to cut or replace.

Some events also changed your dates, and you have no planner. We do not assess delay. A programming specialist provides the time effect and we price the cost that follows from it, so that goes into the scope from the start.

What to do now

In order of priority.

1. Put each event's dates side by side

Why: A time bar point is decided on dates: when you became aware of the event, when you notified it, and the period your subcontract sets.

How: For each event where timing is in question, list the date you first became aware of it and the record that shows it. Add the date you notified it and how, and the period in your subcontract, with its clause.

Mark any date that rests on memory rather than a record.

2. Match each late event to the instruction behind it

Why: An event your main contractor should have notified itself may not be caught by the 8 weeks. The instruction, and its date, is the evidence.

How: For each event said to be late, find the instruction, revised drawing or changed decision behind it, with its date and who sent it. Keep each one as the email that carried it.

3. Notify your main contractor in writing that it has failed to reply

Why: Silence alone settles nothing. Under the NEC4 main contract, the notice of failure starts a further 2 weeks, and silence after that counts as acceptance. Your subcontract may set another period, or no such route.

How: Check that your subcontract gives this route first. Then write to your main contractor about each event. Give the date of your notification or quotation, say the period for replying has passed, and say no reply has come. Send it through the system your subcontract names, and diary the day the further period ends. If you want it checked first, send us the subcontract and the event and we prepare the notice for you to send in your name.

4. Pull together the cost records for each event

Why: The quotation is rebuilt from the Schedule of Cost Components, and every component has to trace to a record your main contractor can check.

How: For each event, collect the timesheets, plant hire records and supplier and subcontractor invoices for the days it affected. Note the date the event was notified or instructed, and keep the cost spent before it apart from the cost still to come.

5. Close the gaps in your cost records now

Why: A cost with no record behind it is easy to cut, however real it was. Records made at the time count for much more than ones made later.

How: For each event without records, look for anything dated at the time: timesheets, allocation sheets, hire tickets, delivery notes, invoices and the site diary. Ask your site team and your accounts team now, before memories fade.

6. Find the Accepted Programme

Why: Any delay an event causes is measured against the programme your main contractor accepted, and the time-related cost follows from it.

How: Find the latest programme your main contractor accepted, with the email or notice that accepted it. If none was ever accepted, note that, and keep every programme you submitted with the date it went.

7. Keep every notification, quotation and reply exactly as it went or arrived

Why: Compensation events turn on dates: when you became aware, when you notified, when you quoted and when they replied. An original email or portal record keeps its date and time; a copy or a printout may not.

How: Make one folder for each event. Save the notification, the quotation, every reply and the records behind it as the original emails or the system's own export. Do not edit or rename the attachments.

What to gather

Everything the work is built from. Copies are fine: send what you have and we will tell you what is missing.

- **The cost records behind each event. You said you do not have this yet.** Timesheets, plant hire records, supplier and subcontractor invoices and quotations, as they are kept.
Where to find it: The site office, your payroll and your accounts team.
- **The Accepted Programme and any time position. You said you do not have this yet.** As issued: native planning files or PDFs, with acceptance status if known, and your planner's view of each event's time effect.
Where to find it: Your planner holds the files; the acceptance correspondence sits in the email trail with your main contractor.
- **The subcontract.** A complete PDF or scan with the Contract Data, every Z clause and the amendment schedule included.
Where to find it: The commercial folder or the order email; make sure the Z clauses come with it, they are usually a separate schedule.
- **The notifications, quotations and replies for each event.** In their native form: emails, portal exports or documents, with their dates, including your main contractor's replies and own assessments.
Where to find it: The project's communication system if the subcontract runs one, otherwise the inboxes of whoever notifies and quotes.
- **The correspondence around each event.** Everything around each event, forwarded as the original emails, dates, recipients and attachments intact.
Where to find it: The threads between your team and your main contractor's project team; forward them whole.

Why Quantsurv

You can do a good deal of this yourself, and the steps above show how. If you would rather have it done for you, or want the notices checked before you act, this is the work we do.

- **Specialists in exactly this.** We work only for subcontractors, on the claims and disputes that cost them money. Behind it: 10 years on the commercial side of construction, and £100m+ of construction projects worked on.
- **A fixed fee, agreed first.** We never bill by the hour. Fixed fee agreed in writing after we see the events. Each later stage, including adjudication support, has its own fee agreed first. If the work runs over, the cost is ours, not yours.
- **Fast where it matters.** The timetable is agreed in writing at scoping and then kept. A fixed fee also gives us every reason to finish quickly.

How Compensation Event Claim would run for you

The whole service, step by step. Where your answers decide a route, it is shown under the step it

belongs to.

Step 01 You tell us which events are in trouble

One call on the job, the events and any period running. Send the event list and your main contractor's replies with it, so we can size the work. The first conversation is free and commits you to nothing.

What you get: A straight answer on whether this service fits, with any period about to run out dealt with first

Step 02 We check the fit and confirm the scope, fee and timetable in writing

We look at the events, the replies, any period running and what the work will take. You then get the scope, the fixed fee and the timetable in writing before any further work starts.

What you get: A written scope, fixed fee and timetable

- **If an event changes your dates and you have no planner:** we say so in the scope. A programming specialist provides the time effect, and we price the cost that follows from it.

Step 03 You decide whether to go ahead

You have the scope, the fee and the timetable in writing. Nothing starts until you say so.

Step 04 You send us the paperwork

Everything in the list below that you have not already sent, in one go. Send each notification and reply as it went, with its date intact.

Step 05 We read the signed subcontract and secure every period still running

We read the Z clauses, the Contract Data, the communication system and every period the subcontract sets. Any quotation, reply or notification period still running goes in the diary with its source.

What you get: The period diary: every period still running, with its clause and date

Step 06 We fix each event's dates and rate its evidence

Each event is rated strong, arguable or weak. The rating rests on the clause it falls under, the awareness and notification dates and their evidence, the quotation and your main contractor's replies.

What you get: The evidence rating for every event, with its dates and the record behind each one

Step 07 We set the route for each event from the answer it got

Each event's route depends on what your main contractor said, or did not say. We set the answer each one needs, with the clause and the document it rests on.

What you get: The route for each event, with the clause and the document it rests on

- **If it got no reply:** we check what your subcontract says about deemed acceptance. Where it gives that route, you notify the failure. If silence then runs a further 2 weeks under the NEC4 main contract, or the period your subcontract sets, it counts as acceptance.
- **If it was said to be notified too late:** the time bar question goes to your solicitor, with the awareness evidence, the dates and the wording set out. Under the NEC4 main contract the period is 8 weeks from awareness, or the period your subcontract sets.

Step 08 You choose which events go forward

With the ratings and routes in front of you, you decide which events to press. The weak ones are named plainly, not hidden in the total.

- **If an event turns on a time bar:** you decide whether it is valued now or held until your solicitor's view

comes back.

Step 09 We rebuild each quotation from the cost components

Each event's change to your price is rebuilt from the Schedule of Cost Components and the records. Actual and forecast cost are kept apart, the Fee is applied as the Contract Data states, and any overlap between events is removed.

What you get: A rebuilt quotation for each event, every component traced to its records

- **If an event changes your dates:** the time effect comes from your planner or a programming specialist and is credited to them. We price the cost that follows from it.

Step 10 We report our position and recommend a route

You get a short report: each event's rating, the rebuilt figure, the answer to your main contractor's reason and the route we recommend.

What you get: A short report, and the submission for each event ready to go in your name

- **Where deemed acceptance is open to you:** we recommend the notice of failure first, because silence after it can decide the point for you.

Step 11 You approve the submission, or change or narrow it

You decide what goes in and how hard it is pressed. Nothing goes to your main contractor until you approve it.

Step 12 We track the reply and act on it

We read your main contractor's reply against each event, and diary every period it starts.

What you get: Where each event stands after the reply, with the next step and its date

Step 13 We negotiate and record anything agreed in writing

We handle the letters and meetings on the events still open. Anything agreed is recorded in writing, event by event, with the change to your price and dates.

What you get: A written record of each event agreed, and the options on each one still open

Step 14 You decide whether to settle or adjudicate

Once negotiation has gone as far as it will, you choose what happens to each event still open. We set out the options with the sums at stake.

Step 15 We prepare the money side of the adjudication

We prepare the valuation, evidence and schedules. You or your solicitor run the adjudication. Under the Housing Grants, Construction and Regeneration Act 1996, the referral follows the notice of adjudication within 7 days. The decision is due within 28 days of referral, unless extended by agreement.

What you get: The money side of the adjudication, with every figure traced to the evidence

Step 16 We close it out

We check each implemented, agreed or decided event reaches your price and the next payment. Anything left open is recorded with who is dealing with it and by when.

What you get: A record of every event implemented, agreed or decided, and of anything still open

Step 17 We close out and price what the gaps cost

You receive an event-by-event assessment and supported quotations, with responses to refusals, reductions and unanswered submissions. A status record tracks each event, and payment checks establish whether agreed or decided sums have been paid.

Your path through the questions

The questions you answered, in order, as the page drew them. Your answers are in yellow, with the line running through them.

What has your main contractor done with your compensation events?

Does a notification, quotation or reply period, or an adjudication date, fall this week?

Has anyone started an adjudication about these events?

Do you have the signed subcontract, with its Contract Data and Z clauses?

What reason did your main contractor give for refusing the events?

How were the events notified to your main contractor?

A written notice for each, through the system the subcontract names

Only in emails, meeting minutes or progress reports Some events have not been notified at all yet Not sure

Were the events notified within 8 weeks of your first becoming aware of them?

Yes, all of them **Some went in later than that** Not sure

Do you have a dated record of when you first became aware of each event?

Yes, for most of them No, for most it rests on what people remember Not sure

Did the events said to be late come from your main contractor's own instructions or changes?

Yes, from its instructions or changed decisions

No, from things we met on site, such as ground conditions or late access Some of each Not sure

Did you send a quotation for each event within the period for quoting?

Yes, on time, built from the contract's cost components

Yes, on time, but priced from our usual rates or as a lump sum It went in late, or not at all

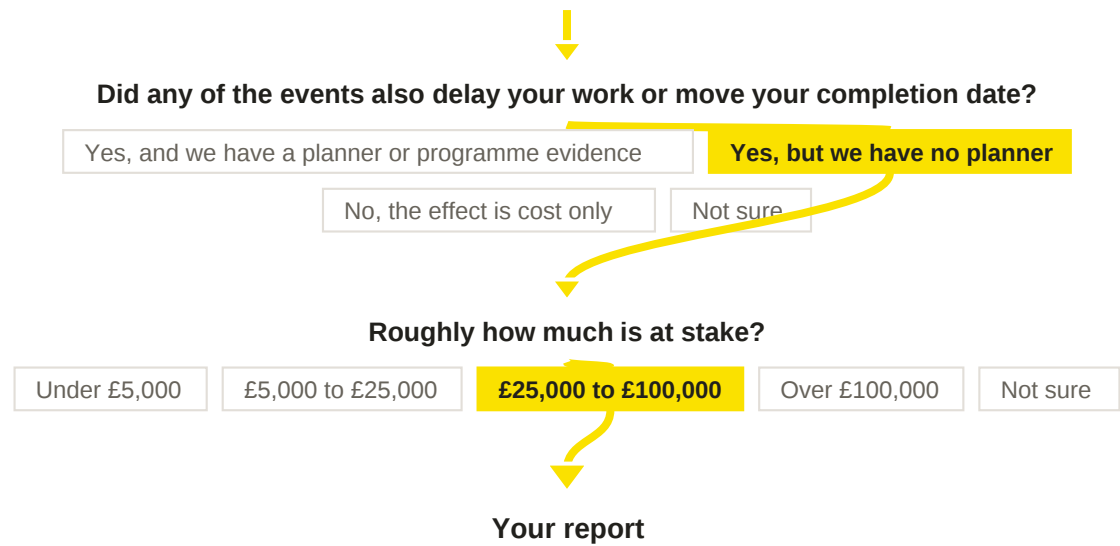
We were never asked to quote Not sure

When no reply came in time, did you notify your main contractor in writing that it had failed to reply?

Yes **No, we are still waiting** Not sure

For the disputed events, do you have cost records from the time?

Yes, for most of them **For some of them** Very few Not sure



Next step

The first conversation is free and commits you to nothing. Reply to the email this report came with, or email contact@quantsurv.com, and we will already have your answers.