

Your route through Contra-Charge 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

Each charge needs its own answer. Some fail on your subcontract, some on the notice that should have carried them, and some on the evidence or the arithmetic. Others are properly made, and are better conceded than argued.

Your answers suggest no valid notice carried the charges into this payment. To take a charge off an interim payment, your main contractor usually needs a notice sent in time. That notice has to give the sum and how it was worked out. Without one, the charges may not come out of this payment at all. They may still be raised later, such as in the final account, so the evidence still matters.

With no valid notice and no build-up, these charges are at their weakest. If your main contractor cannot produce the basis and the build-up when asked in writing, those lines can go into your response as unsupported. Your request and its date are then the proof.

With this much at stake and at least one strong point, adjudication may be worth weighing later if your main contractor will not move. Under the Housing Grants, Construction and Regeneration Act 1996, the decision is due within 28 days of the referral unless it is extended. We prepare the money side, and you or your solicitor run the adjudication itself. Each stage has its own fixed fee, agreed in writing before it starts.

You were not given the chance to put the defects right. Where your subcontract requires that, a repair charge made without it is often a strong line for you. Even where a repair charge stands, it may be limited to what the repair would have cost your own team.

A charge taken twice, or withdrawn and never credited back, is one of the clearest lines to recover. We trace it to both valuations and add it to the sum you want back.

What to do now

In order of priority.

1. Challenge the charges in writing, line by line

Why: A charge nobody challenges in writing can start to look agreed. A general protest tends to let the whole schedule stand, so each line needs its own question.

How: Write to your main contractor and list each deduction. For each one, ask for what is missing: its clause, the notice that carried it, the evidence and how the sum was built up. Say you do not accept the deductions while you review them, and give a date to reply. Keep it short and factual, and keep the sent email. If you prefer, send us the schedule and we write the request for you to send in your name.

2. Work out what each repair would have cost your own team

Why: If a repair charge stands, it may still be limited to what it would have cost you to put right. That figure is your fallback, and it does not weaken your main answer.

How: For each repair, note the labour, materials and time your own team would have needed, at your normal rates. Keep it separate from your main answer, which is that you were given no chance to fix it.

3. Close the gaps in your records now

Why: Against a back-charge, a record made on the day carries more weight than an account written months later. A charge you cannot answer with a record is harder to dispute.

How: For each charge, look for anything dated at the time. That means signed handover sheets, photos of the area when you left it, the site diary, delivery notes, and attendance or cleaning records. Ask your site team now, before they move on or forget. Send photos as the original files, so their dates stay with them.

4. Note where each repeated charge appears

Why: A charge taken twice, or never credited back, is shown from the valuations themselves, so the documents do most of the work.

How: For each one, note the valuation or notice it first came out of, and where it appears again. For a dropped charge, find the email where your main contractor agreed to drop it. Keep each as the document it arrived in.

5. Show the disputed charges in your next application

Why: While the job is running, the next valuation can be the quickest way to get the money back. It also keeps your challenge on the record each month.

How: Apply for the full value of your work, without taking off the charges you dispute. List those charges separately as not accepted, each with a short reason. Send it on the date and in the way your subcontract requires, and keep the sent email.

6. Keep every notice, schedule and email exactly as it arrived

Why: Much of this turns on dates: when each notice arrived and when you answered it. A forwarded original keeps its date and time; a copy, a printout or a screenshot may not.

How: Make one folder for these charges. Save the deduction schedule, every notice and every reply in it as the original emails, and do not edit or rename the attachments. If you can, ask for the schedule as the original spreadsheet, so the make-up of each line shows.

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 site records. You said you do not have this yet.** The diaries, handover sheets, photographs, delivery tickets and signed sheets that show what was actually done, as they are kept.

Where to find it: The site office files and the team's phones.

- **The signed subcontract.** A complete PDF with all schedules and amendments.

Where to find it: The commercial folder or the order email.

- **The deduction or contra-charge schedule.** As issued, ideally as the original Excel file so we can see how each line is made up. Otherwise, the PDF you were sent.

Where to find it: Attached to the Pay Less Notice or the assessment email it arrived with.

- **The notices relied on, with proof of when they arrived.** The email that actually carried the notice, timestamp intact, not the notice document alone.

Where to find it: The sent or received folder around the date the deduction says the notice was given.

- **The correspondence.** Everything around each deducted item, forwarded as the original emails, dates and attachments intact.

Where to find it: Search the project inbox for each deduction's subject: the snag lists, the notices to remedy, the complaint threads.

- **Every valuation and payment notice for the same period.** Each valuation and notice as issued at the time, not reconciled afterwards into one summary sheet.

Where to find it: The run of valuations, Payment Notices and Pay Less Notices for the account, back to the first one.

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 charges. Each later stage, including adjudication support, has a separate 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 Contra-Charge 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 what has been deducted

One call on the job, the deductions and any dates running. The first conversation is free and commits you to nothing.

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

From the call and the deduction schedule, we check which deductions are worth answering and what that will take. You get the scope, the fixed fee and the timetable in writing before any work starts.

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

- **Where the work may run in stages, such as a response and then an adjudication:** each stage has its own fixed fee, agreed in writing before it starts.

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, in one go. Send each notice as the email that carried it, with its date and time intact.

Step 05 You tell us what actually happened

One call on each significant item: what was done, what was agreed, and what the site records show.

Step 06 We read the signed subcontract and everything it brings in

We read the set-off, notice, defects and payment clauses, and any main contract terms they bring in. We record every date and time limit that applies to each charge.

What you get: A note of the terms, dates and time limits that apply to each charge

- **If a notice we would expect to see is missing, such as a notice to remedy:** we ask your main contractor for it in writing. If it cannot produce one, that gap becomes part of your answer.

Step 07 We triage every deduction and rate its evidence

For each line we record the stated basis, the notice, any notice to remedy, the site records and the cost build-up. We rate the evidence on both sides, so effort goes where the money and the proof are.

What you get: The evidence rating for every deduction, one line per charge

- **If a line is strong for you, such as a repair charged with no notice to remedy:** it goes forward as disputed, with the missing step named.
- **If a gap in your evidence can be closed:** we ask you for the record, such as a handover sheet or a dated photograph, before the line is valued.

Step 08 We ask your main contractor for what each charge is missing

A letter in your name asks for the basis, notice, evidence and build-up of each open line, with a date to reply. It reserves your position on every line, and you approve it before it goes.

What you get: The request for the missing build-up, ready to go in your name

Step 09 We value each line and build your position

We mark each deduction supported, adjusted or disputed. We take out credits and duplication, and state the sum you want back. Any concession is your decision.

What you get: The answered deduction schedule, each line supported, adjusted or disputed, with the sum

you want back

- **If a repair charge stands but you were given no chance to fix it:** we dispute it on the missing notice. Without giving that up, we put forward what the repair would have cost your own team.
- **If a cost was charged twice, or a withdrawn charge was never credited back:** we add it to the sum you want back, traced to both valuations.

Step 10 We report our position and recommend a route

You get a short report: the verdict on each line, the sum you accept, the sum you want back and the route we recommend.

What you get: A short report with the verdict on each line and the route we recommend

- **If the next valuation is the quickest way to get it back:** we recommend putting the disputed lines in your next application with the evidence, so the money comes back in the valuation.
- **Where a strong line is unlikely to move and the sum is large enough:** we say adjudication may be needed later, and what that stage would involve, before you decide.

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

You decide what to press and what to concede. 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 the schedule, line by line.

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

Step 13 We negotiate and record any settlement in writing

We handle the letters and meetings on the disputed lines. Anything agreed is recorded in writing, line by line, with the valuation it comes back in.

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

Step 14 You decide whether to settle or go further

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

Step 15 We prepare the money side of the adjudication

Where you decide to adjudicate, we prepare the money side: the valuation, the evidence and the schedules. You or your solicitor run the adjudication itself. Under the Housing Grants, Construction and Regeneration Act 1996, the referral follows the notice within 7 days. The decision is due within 28 days of the referral, unless extended.

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

Step 16 We close it out

We check the agreed sums are paid or credited, and the withdrawn charges are gone from the next valuation. Anything left open is recorded with who is dealing with it and by when.

What you get: A record of every sum paid or credited, and of anything still open

Step 17 We hand over every deduction settled or answered

You receive a line-by-line response showing which charges to accept or challenge, with supporting calculations and negotiation records. The final record identifies refunds and settlements, alongside charges

still open or held for the final account.

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 taken off your payment?

Charges for defects, damage, cleaning, attendance or other costs

Delay damages for finishing late, or its delay costs passed down to me

Nothing charged: they valued my work lower than I applied for

I am not sure what the charges are for

Has a Pay Less Notice just landed, or does a payment date or reply period run out this week?

Yes

No

Not sure

Has anyone started an adjudication about these charges?

No

Yes, we started it

Yes, my main contractor started it

Do you have a signed copy of your subcontract?

Yes

No, it was never signed, or the terms are disputed

Not sure

Did a notice come with the charges, such as a Pay Less Notice?

Yes

No, the money was just taken off

Not sure

Did that notice arrive in time, and does it show how each charge was worked out?

Yes, it was in time and shows the workings

It arrived late

It gives a total, but not how the charges were worked out

Not sure

For each charge, have they shown you what it is for and how the sum was worked out?

Yes, with evidence for each line

For some lines, but not all

No, only a list of sums or a single figure

Not sure

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Where others were paid to fix defects in your work, were you told in writing first and given time?

Yes, I was told in writing and given time

No, nobody asked me to fix them first

Only verbally, or with too little time to fix them

No repairs by others were charged

Not sure

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For the charges, do you have records made at the time, such as signed handovers or dated photos?

Yes, for most of them

For some of them

Very few

Not sure

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Do any of the charges relate to a different job you did for the same main contractor?

Yes

No

Not sure

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Has any charge been taken twice, or dropped but never paid back?

Yes

No

Not sure

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Is any charge for the cost of delay, such as other trades kept waiting or extra site costs?

Yes

No

Not sure

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Is the job still running, or is it at final account?

Still running, and I apply for payment each month

Finished, and we are agreeing the final account

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Roughly how much is at stake?

Under £5,000

£5,000 to £25,000

£25,000 to £100,000

Over £100,000

Not sure

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Your report

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.