

Your route through Delay Damages 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

Your answers suggest the damages came off without a valid Pay Less Notice. Under the Housing Grants, Construction and Regeneration Act 1996, your main contractor must give one in time to pay less than the sum notified as due. Delay damages are no exception. If so, that payment's sum may be pursued now. A missing notice decides that payment, not whether damages are due in the end.

Your answers suggest the charge counts from the wrong date, or leaves out an extension you were granted. A granted extension left out of the count comes straight off the charge. That is settled from the documents alone, without any argument about who caused the delay, so it goes first.

Your answers suggest others caused some of the delay. Which weeks are whose, and how much more time was due, are delay questions. Where they decide the charge, a programming expert, whom you instruct, assesses them. We do not analyse delay ourselves: we value what each answer means in money, so you know what each week is worth.

Some of your answers about the notices and extensions are open. That is normal. Lining up every notice, application and decision, each with its date, is at the heart of this service. It decides which route the charge takes.

A charge at a rate only stands if every part of it holds up. That means the rate, the weeks from your completion date as extended, any part taken over early, and the notices behind it.

You think the rate is far too high. Whether a rate can be enforced is a legal question, and it is rarely where a charge is weakest. Charges fail more often on the dates, the notices and the arithmetic, and those can be tested alongside.

Your subcontract caps the damages. The charge is tested against the cap first, across every deduction taken so far, and anything taken above it may be recovered.

They are still taking damages from each payment, so the sum grows every month. Your letter can also ask for the deductions to stop from the next valuation.

Part of the time you asked for was granted. Every granted week must be in the count, and the part refused is checked against the period your subcontract gives your main contractor to decide.

What to do now

In order of priority.

1. Check the notices, then ask in writing for that payment's sum

Why: It can get the money for that payment back now, while the damages themselves are argued separately.

How: Put your application, any Payment Notice and the notice or email that took the damages side by side, with their dates. Check your subcontract's deadline for a Pay Less Notice. If none came in time, write asking for the sum deducted from that payment by a set date. If you want the notices tested first, send them to us and we prepare the letter for you to send in your name.

2. Recount the weeks from your completion date as extended

Why: The charge is only as good as its count. Every week counted from the wrong date is a week charged at the full rate.

How: Take the completion date from your subcontract and add every extension granted in writing. Count from that date to the day your work was finished or taken over. Reduce the rate for any part taken over early, as your subcontract provides. Multiply by the rate, and set the result beside the sum taken.

3. Test the dates and the arithmetic while the rate question is open

Why: Whether the rate can be enforced may take time to settle. The count, the extensions and the notices can be checked now, from the documents alone.

How: Send your solicitor the damages clause and anything you know about how the rate was set. Meanwhile, do not agree the charge, and gather the extension letters and completion records. Take care before challenging the clause itself: without it, your main contractor may claim its actual loss instead.

4. List every sum taken for delay so far

Why: Each deduction came with its own notice and its own dates, and any cap applies to the total. A list stops any of them being missed.

How: For each payment, note the date, the notice that took the damages, the sum taken and the weeks it covered. A simple table is enough.

5. Check whether they answered your application in time

Why: Your subcontract may give your main contractor a set period to decide an extension. A late answer, or none at all, is worth having on the record.

How: Find the clause on extensions of time and note any period for a decision. Set the date you applied beside the date of any reply. Keep both as the emails that carried them.

6. Check which notices your subcontract needs before damages can be taken

Why: A charge can depend on notices given in the right order, at the right times. A missing one is a gap in the charge, whatever the delay.

How: Read the damages clause and the clauses around it. List every notice or certificate they mention, such as a notice of non-completion, and note which you received and when. Keep each as the email or letter that carried it.

7. Keep every notice, letter and email exactly as it arrived

Why: Most of this turns on dates: when a notice went, when a reply came and when your work was taken over. An original email keeps its date and time; a copy, a printout or a screenshot may not.

How: Make one folder for this charge. Save the notice that took the damages, every delay notice and extension letter, and every reply in it as the original emails. 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 certificates and notices. You said you do not have this yet.** Completion, non-completion, partial possession and extension of time decisions, and the notices around them, as dated PDFs.
Where to find it: Your main contractor's formal correspondence, and the contract administrator's issues passed down to you.
- **The signed subcontract.** A complete PDF with all schedules and amendments, the damages provisions and their figures included.
Where to find it: The commercial folder or the order email.
- **The charge as made.** The Pay Less Notice, payment assessment or final account statement carrying the deduction, with its calculation if one was given.
Where to find it: The payment paperwork for the period the deduction landed in.
- **Your delay notices and extension of time applications.** Every notice and application you sent, and every reply, with the emails that carried them. If none was sent, say so, and send the dated records of what held you up.
Where to find it: The commercial inbox, the site manager's sent items, the formal correspondence file and the site diary.
- **The completion dates as run.** The dates your works, and any sections, were completed or taken over, as recorded at the time.
Where to find it: The handover records, the completion correspondence and the site diary at the end of the job.

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 charge and subcontract. Each later stage has its own fee agreed before it starts. 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 Delay Damages 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 is being charged and how it was taken

One call on the job, the charge, the payment it came out of and what was notified along the way. The first conversation is free and commits you to nothing.

- **If the question is purely legal, such as whether the damages clause can be enforced:** we say so, and refer you to your solicitor. The dates and the arithmetic can still be tested alongside.

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

From the call and a first look at the charge and the subcontract, we set out what we will do, the fixed fee and the timetable. Nothing else starts until you have agreed it in writing.

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

- **Where the charge turns on how much more time was due:** that is a question for a programming expert, whom you instruct. We scope and fix the fee for the money side only.

Step 03 You decide whether to go ahead

You can go ahead as proposed, change the scope or stop there. Whatever you choose is confirmed in writing.

Step 04 You send us the paperwork

We test the charge against the list below. Send what you have now, and tell us what is missing rather than waiting for it.

Step 05 We set out your subcontract's rules first

From your signed subcontract and its amendments, we take the rate or basis of damages, any cap and the completion dates. We also take how the weeks are counted, the extension of time terms and any rule for work taken over early.

What you get: Your subcontract's damages and extension rules on one page, each tied to its clause

- **If your subcontract sets its own rate:** that rate is what can be charged for your late finish. It is not the main contract's rate, or the damages your main contractor paid its client.
- **If it caps the damages:** we test the charge against the cap first, across every deduction taken so far.

Step 06 We line up every notice, application and decision

We set your delay notices, extension applications and the replies against the completion date, each with the date it went. That shows what exists, and so which route your case takes.

What you get: A dated list of every notice, application and decision, set against your completion date

- **If extensions were applied for and granted:** we check every one is in the count. A granted extension left out of the count comes straight off the charge.
- **If extensions were applied for and refused or ignored:** we check the reply against the period your subcontract gives for a decision. How much time was due goes to a programming expert, where it decides the charge.
- **If the delay came from your main contractor or other trades:** which weeks are whose is for a

programming expert. We value each answer in money.

Step 07 We test the charge and weigh the evidence

We check each part of the charge against the documents. They are the notices it depends on, the completion records, any work taken over early and the notice that carried the deduction. Each part is rated for its evidence.

What you get: An evidence rating for each part of the charge, with the gaps stated as fact

- **If the deduction needed a Pay Less Notice and none was given in time:** that payment's sum can be pursued now. A missing notice decides that payment cycle, not whether damages are due in the end.

Step 08 We redo the arithmetic and build your position

We apply the rate over the period the recorded dates and extensions support. We reduce it where part of the work was taken over early, cap it where your subcontract caps it, and set it beside the sum taken.

What you get: The charge worked out again, every figure traced, beside the sum taken

- **Where the delay question is still open:** we value each answer, so you know what each week of extension is worth before anyone argues about it.
- **If the weeks were counted from the wrong date or on the wrong basis:** we recount them from your subcontract's own dates and counting rule.

Step 09 We report our position and recommend a route

You get a short written report: what the documents support, what they do not, and the sum to pursue. It recommends a route, and weighs its cost against what it could recover.

What you get: A short written report of your position, with a recommended route

Step 10 You decide what to press

You can press for repayment, accept the part the documents support, or take the delay question to a programming expert first. Nothing goes to your main contractor without your approval.

Step 11 You send your position in your name

The letter goes to your main contractor with every figure traced to the subcontract and the recorded dates. The extension letters and notices it relies on go with it.

What you get: The letter and its figures, ready to go in your name

- **If the damages are still being deducted each payment:** the letter also asks for the deductions to stop from the next valuation.

Step 12 We read the response and set the next step

We read your main contractor's reply against your position, point by point. Then we tell you in writing what it means and what comes next.

What you get: A written note of what the reply means and the next step

Step 13 We negotiate and record any settlement in writing

We put your position to your main contractor and handle the letters and meetings. Any agreement, and the revised completion date, is recorded in writing.

What you get: Any agreement recorded in writing, with the revised completion date

Step 14 You decide whether to settle, adjudicate or stop

You weigh the best offer on the table against adjudication, a fast independent decision, and what it would cost. The choice is yours.

Step 15 We prepare the money side of 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 28 days after referral, unless extended by agreement.

What you get: The money side of your adjudication, with every figure traced to the subcontract and the recorded dates

Step 16 We hand over the charge tested and settled

You receive a written assessment of the charge and a supported recalculation, together with your response and negotiation records. The final record sets out any settlement, revised completion date and sums still open.

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 charged you for the delay?

Delay damages at a rate, such as £1,000 a week, taken from my money

Its own delay costs, or the damages its client charged it, passed to me

It says it will charge delay damages, but has taken nothing yet

A wider claim against me, with delay as one part of it

Money was taken for delay, but I am not sure on what basis

Does a payment date or a delay notice deadline fall this week?

Yes, a notice taking off damages came, and payment is due this week

Yes, a delay notice or extension of time application is due this week

No

Not sure

Has anyone started an adjudication about this charge?

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

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graph TD; Q1[Does your subcontract set its own rate of delay damages?] --> A1[Yes, it sets its own rate]; Q1 --> B1[Yes, but the rate looks far too high for the job]; Q1 --> C1[It says the main contract's damages pass down to me]; Q1 --> D1[No, it has no rate]; Q1 --> E1[Not sure]; B1 --> Q2[Does your subcontract cap the delay damages?]; Q2 --> A2[Yes]; Q2 --> B2[No]; Q2 --> C2[Not sure]; A2 --> Q3[How did the damages come off your money?]; Q3 --> A3[In a Pay Less Notice]; Q3 --> B3[In their Payment Notice or payment certificate]; Q3 --> C3[They just paid less, with no notice or only an email]; Q3 --> D3[In their final account statement]; Q3 --> E3[Not sure]; A3 --> Q4[Did the Pay Less Notice arrive in time, with the sum and how the damages were worked out?]; Q4 --> A4[Yes, all of that]; Q4 --> B4[No, it came late, or gave no sum or workings]; Q4 --> C4[Not sure]; B4 --> Q5[Is this one deduction, or are they taking more from each payment?]; Q5 --> A5[One deduction]; Q5 --> B5[They are taking more from each payment]; Q5 --> C5[Several deductions, but they have stopped]; B5 --> Q6[Did you apply for an extension of time for the delay?]; Q6 --> A6[Yes, and it was granted in full]; Q6 --> B6[Yes, but only part of it was granted]; Q6 --> C6[Yes, but it was refused or never answered]; Q6 --> D6[No, we never asked for more time]; Q6 --> E6[Not sure]; B6 --> Q7[Does the charge count the weeks from your completion date as extended?]; Q7 --> A7[Yes, every extension granted is allowed for]; Q7 --> B7[No, it counts from the original date, or leaves an extension out]; Q7 --> C7[Not sure]; B7 --> Q8[Was any of the delay caused by your main contractor or other trades?]; Q8 --> A8[Yes, and we have dated records of it]; Q8 --> B8[Yes, but we kept few records of it]; Q8 --> C8[No, the delay was ours]; Q8 --> D8[Not sure];
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Does your subcontract set its own rate of delay damages?

Yes, it sets its own rate **Yes, but the rate looks far too high for the job** It says the main contract's damages pass down to me No, it has no rate Not sure

Does your subcontract cap the delay damages?

Yes No Not sure

How did the damages come off your money?

In a Pay Less Notice In their Payment Notice or payment certificate They just paid less, with no notice or only an email In their final account statement Not sure

Did the Pay Less Notice arrive in time, with the sum and how the damages were worked out?

Yes, all of that **No, it came late, or gave no sum or workings** Not sure

Is this one deduction, or are they taking more from each payment?

One deduction **They are taking more from each payment** Several deductions, but they have stopped

Did you apply for an extension of time for the delay?

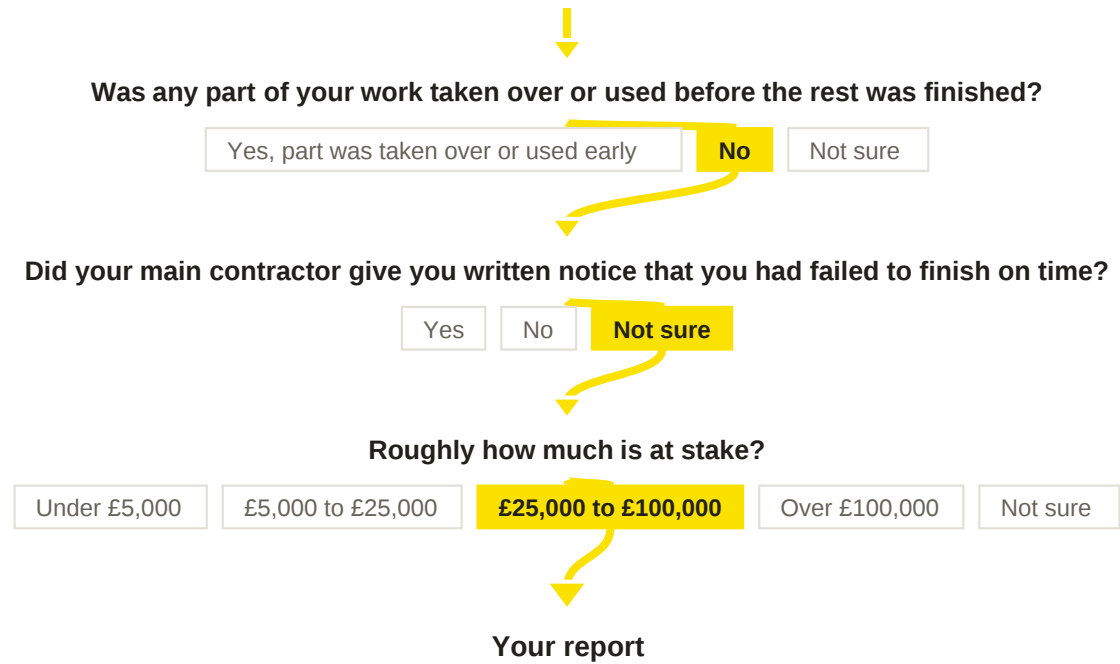
Yes, and it was granted in full **Yes, but only part of it was granted** Yes, but it was refused or never answered No, we never asked for more time Not sure

Does the charge count the weeks from your completion date as extended?

Yes, every extension granted is allowed for **No, it counts from the original date, or leaves an extension out** Not sure

Was any of the delay caused by your main contractor or other trades?

Yes, and we have dated records of it Yes, but we kept few records of it No, the delay was ours 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.