Your route through Final Account 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 main contractor calls its figure final. That may be only its view of the value, or it may be a document your subcontract makes binding unless it is challenged in time. Treat it as a date to check, not as an opening offer.

You are negotiating while a final certificate, or a figure called final, is in play. Ongoing talks may not stop a challenge period running, so any such date is protected with your solicitor alongside the talks, not after them.

With most of the money in one or two items, adjudication on those items may be worth weighing if talks do not move them. Where the Housing Grants, Construction and Regeneration Act 1996 covers your subcontract, a dispute over a single item can be referred, not only the whole account. We weigh what you can prove and collect against the cost, and prepare the money side for whoever runs it.

The offer has come before your account has been reconciled and each item's evidence rated. Until both are done, you cannot see what the offer gives up, or which of your strong items it trades away.

Some of the cuts come with no explanation. A line they did not value is not the same as a line they valued at nil, and the two need different answers, so each is marked for what it is.

Your account has not been matched to what was certified and paid. That comes before anything else: a sum already certified but left out of the account is money given away.

They have taken contra-charges, charges against you for things like damage, cleaning or defects, off the account. Each one is tested for its notice and its build-up, and shown as its own item, never netted off another line.

Part of your account depends on a period of delay that nobody has assessed. Until someone does, those items are conditional. The period has to come from a programming specialist, because we value the money that follows from a delay but never assess the delay ourselves.

Most of the money sits in one or two items. Those are where the evidence work goes first, and settling the small items early can buy movement on the big ones.

Weigh any offer against what each item is realistically worth, and the cost, time and risk of going on, not against the total you asked for. Whether to take it is always your decision.

What to do now

In order: the first ones cannot wait.

1. **Check whether your subcontract can make their figure final** (today)

   Why: Some subcontracts make a final certificate or statement binding unless it is challenged in time. If yours does, that date matters more than any argument about value.

   How: Open your subcontract at its final account, final payment and disputes clauses. Look for words such as final certificate, final statement or conclusive evidence, and note any period for challenging it and when that period starts. If you find one, send the clause and their document to your solicitor straight away.

2. **Hold your answer to the offer until you can value it**

   Why: An offer taken in the room cannot be weighed against what each item is worth, and a figure agreed there is hard to move later.

   How: Thank them, and say you will reply in writing by a set date. Do not agree anything in a meeting or on the phone. Send us the offer and your account if you want it valued item by item against what you can prove.

3. **Ask for their figure and reason for every line, in writing**

   Why: You cannot answer a cut you cannot see. A written request that goes unanswered also goes on the record.

   How: Write a short email to your main contractor's commercial team. Quote your account, its date and their figure, and ask for their figure and reason for each line of your account by a set date. Keep it factual, and keep the sent email and any reply.

4. **Put every certificate and payment beside your account**

   Why: The account has to reconcile to what was certified and paid. A missing certificate is exactly where a variation goes unaccounted for.

   How: List every application, certificate and payment from first to last, with its date and sum. Check that each variation certified along the way appears in your final account, and that the payments add up to what your account says was paid. Note every gap.

5. **Get each charge in writing, with its evidence**

   Why: A contra-charge has to be allowed by your subcontract, taken the right way and proved. A charge you cannot see cannot be answered.

   How: Ask your main contractor in writing for a breakdown of each charge, the notice it relies on and the evidence behind it, such as photos, day sheets or invoices. Keep your request short and factual, and keep the reply.

6. **Get the period of delay assessed by a programming specialist**

   Why: A time-related item needs a period behind it that someone has actually assessed. Without one, your main contractor can dismiss it in a line.

   How: Gather the programmes, any extension of time you applied for and any reply, and the records of what held you up. A programming specialist can assess the period from those. We tell you on the first call whether the sums justify one.

7. **Close the gaps in your records now**

   Why: An item with no record behind it is treated as unsupported, however strong the point. Records made at the time count for much more than ones made later.

   How: For each disputed item without a record, look for anything dated at the time: emails, photos on your team's phones, delivery notes, the site diary, timesheets and allocation sheets. Ask your site team now, before they move on or forget.

8. **Write down your opening, your expected outcome and your walk-away**

   Why: A floor set before the meeting holds; one set across the table moves. It stops a concession being made that you would not make with time to think.

   How: Agree three figures with whoever in your business decides: the figure you open at, the figure you expect to land at, and the lowest you will accept. Write them down, date them and keep them to yourselves. Base them on what each item is worth on its evidence, not on your account's total. If you cannot yet say what each item is worth, our report on the position gives you a realistic range to set them from.

9. **Keep every email about the account exactly as it arrived**

   Why: A final account dispute turns on what was sent, answered and ignored, and when. A forwarded original keeps its date and time; a copy, a printout or a screenshot may not.

   How: Make one folder for the account. Save your submission, their assessment or rejection, every chaser and every reply in it as the original emails, and 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.

- **Supporting quantities, rates and cost records. You said you do not have this yet.** Excel spreadsheets, not retyped summaries.
  Where to find it: Your QS's measures and your accounts system's cost exports.
- **Any period of delay relied on, and who assessed it. You said you do not have this yet.** The delay analysis or programmer's report you are relying on, as produced, not a summary of its conclusion.
  Where to find it: Your programmer's report, or whoever produced the delay analysis you are relying on.
- **The signed subcontract.** A complete PDF with all schedules and amendments.
  Where to find it: The commercial folder or the order email.
- **The account as submitted.** In its original Excel file, not a PDF printout.
  Where to find it: Your QS's working file for the submission.
- **Their assessment or rejection, and the full correspondence trail.** Forwarded as the original emails, dates, recipients and attachments intact, including the chasers that went unanswered.
  Where to find it: The thread with their commercial team; forward it whole.
- **Variation instructions, valuations and the payment history.** The variation tracker in its original Excel file and the full run of applications and certificates, first to last, not a recent selection.

Where to find it: Your QS's variation tracker and the file of applications and certificates.

- **Every offer so far, and the settlement you could live with.** The offers and counter-offers as original emails, and your own view of the acceptable range, written down.
  Where to find it: The negotiation thread, and your own decision, ideally signed off by whoever in your business actually decides.
- **Any deadline that could end the matter.** Any final certificate, conclusive evidence clause, referral period or limitation date, with your solicitor's confirmation of limitation.
  Where to find it: The subcontract's final payment and dispute clauses, and your solicitor for limitation.

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 your account and the response. Each later stage 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 Final Account 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 happened

One call on the job, the account you submitted and what came back: a short assessment, a rejection or nothing at all. The first conversation is free and commits you to nothing.

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

We look at the account, their answer and the dates before we quote. Then we confirm the scope, the fixed fee and the timetable in writing. Where the work runs in stages, each stage has its own fixed fee.

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

- **If part of the account depends on a period of delay:** a programming specialist provides the period and we value the money that follows from it. We never assess the delay ourselves.
- **If adjudication may be needed later:** it is priced as its own stage, with its own fixed fee agreed before it starts.

Step 03 You decide whether to go ahead

You read the scope, the fee and the timetable, and decide. Nothing starts until you have agreed it in writing.

Step 04 You send us the paperwork

You send everything in the list below in one go, including their assessment or rejection and every chaser that went unanswered.

Step 05 We read the signed subcontract and fix every date

We read the signed subcontract and everything it brings in. We note how the account is valued, when it had to be answered, and any clause that could make a certificate or statement final.

What you get: A written list of every date that could close the account, each with its clause

Step 06 We set their answer against your account, line by line

We put both figures side by side on every line of your account, so each difference shows. Then we say what each one is about: quantity, rate, the subcontract's rules, missing evidence, or whether anything is owed at all.

What you get: Your account and their answer compared line by line, with the cause of each difference

- **If they assessed it short:** every cut is tied to its line. A line they did not value is marked not addressed, not nil, because the two need different answers.

Step 07 We rate the evidence for each item

Each item is rated supported, repairable, conditional or unproven. We rate your side as honestly as theirs, because pressing a weak item costs you credibility on the strong ones.

What you get: The evidence rating for every item, with the repair named where one exists

- **If the gap in an item can be closed:** we name the record that closes it and who holds it, and it is gathered before the position goes out.
- **If an item depends on a period of delay:** it is rated conditional. The period comes from your programming specialist and is named as theirs, never assessed by us.

Step 08 We value each item and reconcile the account

Each item gets its basis in the subcontract, its record and its sum, with a low, expected and high figure. The account is reconciled to what has been certified and paid.

What you get: A low, expected and high value for every item, and the account reconciled to the payments

- **If the account does not match what has been certified and paid:** we find the difference before anything else. A certified sum left out of the account is money given away.
- **If they have deducted contra-charges from the account:** each one is tested for its notice and its build-up, and shown as its own item, never netted off another line.

Step 09 We build the Scott schedule, item by item

A Scott schedule is a table with one row per item: your figure and reason, theirs, and a column for their reply. Row numbers stay fixed, so nothing can be answered in a lump.

What you get: The Scott schedule, one row per item, each marked agreed, disputed or awaiting evidence

Step 10 We report our position and recommend a route

You get a short report: what the account is worth on the evidence, where the gap comes from, and a realistic range. For each item we recommend pressing it, trading it, settling it or dropping it.

What you get: A short report with the account's realistic range and a recommended route for each item

- **Where most of the money sits in one or two items:** we recommend pressing those hardest, and settling the small ones early to buy movement.

Step 11 You approve the position and set your floor

You approve the position, or change or narrow it, before anything goes to your main contractor. Nothing is sent until you say so.

Step 12 We send the position in your name

The position goes to your main contractor with the Scott schedule attached and a date for agreement or a reasoned reply. The covering letter gives away nothing the position does not.

What you get: A copy of the position as sent, with proof that it arrived

Step 13 We log their reply and set the next step

Each reply goes onto the Scott schedule the day it arrives, item by item. You see what moved, what it is worth and what we recommend next.

What you get: The updated Scott schedule and our recommended next step

Step 14 We negotiate and record every round

We run every meeting and letter against the floor you set, and trade concessions for movement rather than give them away. Each round is recorded in writing the same day.

What you get: A written record of every round, and a valuation of every offer

- **If they make a settlement offer:** we value it against your expected outcome and the cost, time and risk of going on. Then you decide.

Step 15 You decide whether to settle or go on

Whether an offer is taken, and whether a stuck item goes further, is always your decision. Your solicitor checks any settlement wording, and the release in it, before you sign.

Step 16 We prepare the money side for adjudication

We build the money side of the case for whoever runs the adjudication. They run the case; we supply the valuation and the Scott schedule behind it.

What you get: The valuation and the Scott schedule for the adjudication, ready before the notice goes

Step 17 We close out the account and hand over the pack

You receive an item-by-item valuation identifying the evidence and any gaps, together with a submission and negotiation record in your name. The final record sets out the written settlement, decision or dispute that remains.

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 happened when you sent in your final account?

- **They assessed it well below my figure**
- They rejected it, with or without reasons
- They have not replied at all
- I have not sent my final account in yet
- Most is agreed; the fight is over one deduction or the retention

Does a deadline fall this week, such as an adjudication date or the last day for a notice?

- Yes
- **No**
- Not sure

Has your main contractor issued a final certificate or final statement, or called its figure final?

- Yes, a final certificate or final statement has arrived
- **No certificate, but they say their figure is final**
- No
- Not sure

Has anyone started an adjudication about the account?

- **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

Does their assessment give a figure for each line of your account?

- Yes, line by line
- **Some lines, but other cuts are not explained**
- No, just one total with no breakdown
- Not sure

Have you checked your account against every certificate and payment made so far?

- Yes, and it matches
- **No, or it does not match**
- Not sure

Have they taken charges off the account, or said you owe them money?

No | **Yes, charges for things like damage, cleaning or defects** | Yes, they say I owe them money overall | Not sure

Does any of your account depend on a period of delay, such as extra weeks on site?

Yes, and an extension was granted or a programmer assessed it | **Yes, but nobody has assessed the delay** | No | Not sure

For the items in dispute, do you have records made at the time?

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

Does most of the money in dispute sit in one or two big items?

Yes, one or two items | No, it is spread across many items | Not sure

Has your main contractor offered a figure to settle the account?

No, not yet | **Yes, they have offered a figure** | Yes, and they want me to sign a full and final settlement

Roughly how much is at stake?

Under £5,000 | £5,000 to £25,000 | **£25,000 to £100,000** | Over £100,000 | Not sure

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.