Your route through Post-Signing Contract Review

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

In your case, the first thing to fix is the time bars. Your team does not know every notice that must go in within a set time. A claim lost to a late notice may not be recoverable at all, however good it is.

The time bars your team does not know are most likely in the documents nobody has read. Look first at the main contract terms passed down to you, and start your list of time bars there.

Your answers suggest a notice or record has slipped, and your notices rest on one person or on nobody. The two are often linked. An owner and cover for each duty is what stops it happening again.

You have signed, so the terms cannot be renegotiated now. What they cost you is still open: every notice given on time and every record kept counts.

Your team has read the price, the scope and the start date. That is how most subcontracts are signed. The clauses that cost money usually sit elsewhere: in the amendments, the notice clauses and the documents it pulls in.

Nobody has read the documents your subcontract pulls in, yet they bind you just the same. The main contract terms passed down to you are often where the costly duties sit.

You work to the dates your main contractor gives you. Unless that schedule forms part of your subcontract, it is their reading of the dates, and it may not match what you signed.

Your payment may wait for your main contractor to be paid. A term like that is one the Housing Grants, Construction and Regeneration Act 1996 may replace. Whether it does on your terms is a question for your solicitor, and we flag it in the review, ready for them.

Something the subcontract needs may already have been missed. We flag it in writing the day we find it. If it has cost you money, it goes to the matching Recover service, and the review carries on.

One person gives the notices and applies for payment, with no cover. That gap shows in a holiday, a sick week or a busy month, when a notice goes late or an application slips.

What to do now

In order of priority.

1. **List every notice with a deadline, and what starts its clock**

   Why: Some subcontracts say a claim for time or money is lost if its notice is late. The clock often starts with an event on site, not a date in the diary.

   How: Search the subcontract, its amendments and the main contract terms passed down for words such as notify, notice, within and days. For each one, note what must be notified, what starts the clock, the period, the form and who it goes to. Put each in the diary. Where a period is unclear, give the notice early rather than late.

2. **Write down what was missed, and when it fell due**

   Why: Whether anything can still be done turns on the dates. A clear note made now keeps the facts straight while people still remember them.

   How: For each one, note what the subcontract asked for, when it fell due, and what was sent or done instead, if anything. Keep any emails or messages about it as they arrived. Do not backdate or rewrite any record.

3. **Name who does each duty, and who covers it**

   Why: A duty nobody owns is the one that slips in a busy month.

   How: List the duties by role: who applies for payment, who gives notices, who keeps the daily records and who reads what your main contractor sends. Put a second person against each one for when the first is away.

4. **Read the parts nobody has read, for dates, notices and deductions**

   Why: A duty in a part nobody has read binds you just the same. The costly ones usually sit in the amendments and the main contract terms passed down to you.

   How: Start with the schedule of amendments and the main contract terms passed down to you. Read the clauses on payment, notices, delay, deductions and retention. Note every period and what starts it, and add each to your diary. Where two documents give different dates for the same duty, diary the earlier one.

5. **Write down this job's payment dates from the subcontract itself**

   Why: An application or a notice is only on time against the right date, and one that misses its date by a day may not count.

   How: Open the subcontract at its payment clause and the schedule of amendments. Note when each application goes, to whom and how, and the final date for payment. Where the subcontract sets no payment dates, the Scheme for Construction Contracts (England and Wales) Regulations 1998 fills the gap. Put every date in one diary that more than one person can see.

6. **Keep applying on time, whatever the payment wording says**

   Why: Whatever the answer on that term, an application that goes late or the wrong way may not count.

   How: Send each application on the date, to the person and in the way your subcontract names. Keep the sent email or the portal's record. Do not wait to hear that your main contractor has been paid.

7. **Find the retention terms and diary each release**

   Why: Retention is your money. A release nobody diaries can sit unclaimed long after it falls due.

   How: Note the percentage held, what triggers each release and anything you must do to get it back, such as an application. Some subcontracts tie a release to an event you do not control, such as completion of the whole project. Diary a date to ask whether it has happened.

8. **Keep the subcontract and every notice exactly as they arrived**

   Why: Most dates in a subcontract run from a notice, an application or an event on site. The original email keeps its date and time; a copy or a printout may not.

   How: Make one folder for this job. Save the subcontract, its amendments and every document it pulls in. Save each notice, instruction and application as the original email, 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.

- **The subcontract as signed.** The signed subcontract, with its particulars and every schedule and appendix, as a PDF or scan, with nothing removed.

  Where to find it: Your commercial or contracts folder, or the email or portal it was signed through. A phone scan of a signed paper copy is fine.

- **The schedule of amendments.** The changes to the standard form as they were signed, whether a separate schedule, tracked changes or extra pages of terms. If the subcontract names a standard form and edition, tell us which.

  Where to find it: Often a separate attachment to the signed subcontract, or a schedule at the back of it.

- **The documents the subcontract pulls in.** Everything the subcontract lists as part of it, in the revisions it names. That means the main contract terms passed down to you, the schedules, the specification, the drawings list and the programme.

  Where to find it: The subcontract's list of contract documents names them. Your main contractor's document register or project portal usually holds them.

- **Your tender or quote.** The quote as sent, with its date, reference, exclusions and assumptions, and any tender clarifications that followed it.

  Where to find it: Your estimator's sent items, or the tender folder for the project.

- **The correspondence about the terms.** Emails and letters about the terms, before and since signing, including any notice already given or received on the job. Forward the original messages, with their dates and attachments.

  Where to find it: A search of your inbox for your main contractor's contact and the project name usually finds the whole thread.

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 signed contract, before work starts. If the work runs over, the cost is ours, not yours.
- **Fast where it matters.** Five working days. A fixed fee also gives us every reason to finish quickly.

How Post-Signing Contract Review 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 about the job and what you signed

The first conversation is free. You tell us where the job stands, what has happened so far and what worries you in the terms.

What you get: A straight answer on whether this review fits, with anything that cannot wait dealt with first

Step 02 You send us what you signed

You send everything in the list below, including any notice already given or received on the job.

Step 03 We confirm the scope, fixed fee and review date in writing

We list every document that makes up the subcontract and check you have each one, in the revision it names. Then we confirm in writing the scope, the fixed fee and the date the review lands.

What you get: A written scope, fixed fee and the date the review lands

Step 04 You decide whether to go ahead

You read the written scope, fee and date, then decide.

Step 05 We read the whole subcontract

We read every clause, every amendment and every document it pulls in, from the main contract terms passed down to the programme. We read it all for what it commits you to on this job.

Step 06 We set out what it commits you to

We set it out in plain words, with the clause each term comes from. It covers payment and notice dates, time bars, and what can be deducted from you and how. It also covers retention, delay damages and what can end the subcontract.

What you get: A plain-words summary of what the subcontract commits you to, with the clause behind each point

Step 07 We build the diary of every date and duty

Every date and duty goes in one diary: payment dates, notice periods, time bars, retention release and the defects period. Each shows its trigger, its period, the form it must take and where it must be sent.

What you get: The diary of every date and duty, each with its trigger, period, form and clause

- **Where a period runs from an event, not a fixed date:** the diary shows the trigger and the count, so the clock starts the day the event is recorded on site.

Step 08 We flag the terms that may not work as written

We flag a payment term the Housing Grants, Construction and Regeneration Act 1996 may replace, or two documents that disagree about the same duty. Each is marked with what it could mean for you on this job.

What you get: A list of the terms that may not work as written, each marked for your solicitor

Step 09 You tell us how the job is run

Whoever runs the job takes one call with us. You tell us who gives notices, who applies for payment and how records are kept. That way what we hand over fits the way your team works.

- **If a notice or record the subcontract needs has already been missed:** we flag it in writing that day. If it has cost you money, it goes to the matching Recover service.

Step 10 We write the action plan for your team

We set out the notices to give, the records to keep and the dates to meet, each with the person responsible. They go in a contract cheatsheet for the site and the diary of every date.

What you get: The action plan and a contract cheatsheet for the site, with a named person for every duty

Step 11 We walk your team through it

We take you and whoever runs the job through the review, the cheatsheet and the diary on one call. Your team can work to them from the next day.

Step 12 We hand over the review, the cheatsheet and the diary

You receive a diary of deadlines linked to the contract clauses, with a site checklist and an action plan assigning each task to a named owner. We walk you through the plan, including any legal questions and existing losses that need attention.

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.

Where do you stand with this subcontract?

We signed it, and want to know what we have committed to

We signed it, and a clause is already costing us money

We are working, but nobody ever signed the subcontract

We have not signed it yet

Does a notice deadline, a payment date or a time bar fall this week?

Yes | **No** | Not sure

How far through the job are you?

Not started, or just started | **Well under way** | Nearly finished, or at final account

Can you put your hands on the signed copy, with every schedule and amendment?

Yes | No, only an earlier version, or none at all | Not sure

Has anyone on your side read the whole subcontract, amendments included?

Yes, end to end | **Only the price, the scope and the start date** | Nobody has read it through | Not sure

Does the subcontract pull in other documents, such as the main contract terms?

Yes, and we have read them | **Yes, but nobody has read them** | Yes, and we were never sent some of them | No, it stands on its own | Not sure

Where do your team's payment dates and notice deadlines come from?

Read from this subcontract, and kept in one diary | Habit, the last job, or the standard form | **The dates our main contractor gives us** | Nobody really tracks them | Not sure

Do you know which notices must go in within a set time, or the claim is lost?

Yes, each one, and they are in our diary | **Some of them, but not every period** | No, not really

Does your subcontract make your payment wait until your main contractor is paid?

Yes, it seems to | No | Not sure

Do you know when your retention comes back, and what triggers each release?

Yes, and each release is in our diary | **Roughly, but not the trigger or the dates** | No, or not sure | No retention is held on this job

Has a notice, a record or a date the subcontract needs already been missed?

No, not that we know of | **Yes, or we think so** | Not sure

Who on your side gives notices and applies for payment on this job?

A named person, with someone to cover | **One person, with no cover**

Whoever is free, or nobody in particular | Not sure

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.