Your route through Termination Prevention

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 routine, the first thing to fix is what your team does on site when a payment is late. Under the standard JCT subcontracts, suspending the work without reasonable cause, or failing to proceed regularly and diligently, is a usual ground for a default notice. Stopping or slowing down over money, without the proper notice, can look exactly like that, even when you are owed the money.

Your main contractor already complains about progress. Slowing down over a late payment feeds that very complaint, and hands it the facts a default notice would rely on.

An earlier default notice is on the file, and complaints since are not always answered in writing. If the default is said to happen again, your main contractor's file may show only its side.

Your site records do not yet show when areas were released to you or what you were waiting for. Those are the facts that answer a progress complaint, so rebuild what you can now and label it as rebuilt.

Complaints usually come before a default notice. A default case is built from letters already sent, so how you answer them now decides what the file shows if a notice follows.

The complaint is about progress, the commonest one before a termination. It is answered with facts from your records, not with opinion. Who caused a delay is a separate question for a delay expert working from your programme evidence; we never assess it.

An earlier default notice named the same thing. Under the standard JCT subcontracts, a repeat of that default may let your main contractor end your subcontract without a fresh default notice.

Subcontracts often amend the standard form's termination clauses: the grounds, the periods, or how notices must be served. A rule carried over from another job can be wrong by days.

Letters can wait on site before your office sees them. A default notice's period runs from the day it arrived, so every day it waits is a day lost from your reply.

Complaints are answered by talking, not in writing. A complaint with no written reply can later be read as accepted.

What to do now

In order of priority.

1. **Make a written notice, never a walk-off, your rule when you are not paid**

   Why: The Housing Grants, Construction and Regeneration Act 1996 gives you a right to suspend work when a sum due is unpaid after its final date for payment. You must first give at least 7 days' written notice, stating the grounds. Stopping or slowing down without it can hand your main contractor the default it needs.

   How: Agree now that nobody leaves site or cuts the gang over money without a decision from the office. When a payment is late, check what was due, the final date for payment and any Pay Less Notice, then chase in writing. Give written notice of intention to suspend only once the conditions are checked, and nobody stops before it has run.

2. **Keep a dated daily record on site, starting today**

   Why: The usual complaints before a termination are answered with records: who was on site, which areas you could work in, and what you were waiting for. Records made at the time count for far more than ones made later.

   How: Each day, note the labour and plant on site, the areas released to you, and any direction or information received or still awaited. Take dated photos of progress. Keep it on your own systems, in your company's name. Where a gap already exists, rebuild what you can from dated photos, allocation sheets and emails, and label it as rebuilt.

3. **Answer progress complaints with facts from your records**

   Why: A progress complaint left unanswered starts to look accepted. Written facts, with dated records, put your side on the file before any notice relies on the complaint.

   How: For each complaint, set out the labour and plant you had on site, and which areas were released to you and when. Add any information or directions you are still waiting for. Attach the labour sheets, dated photos and emails. State facts, not blame.

4. **Treat the default in the earlier notice as still live**

   Why: A repeat of it may not get a second warning. The next slip on the same point could be the one a termination relies on.

   How: Find the earlier notice and your reply. Write down the default it named and what you did to end it. Brief your site manager, so it does not happen again, and keep dated records that show it has not.

5. **Write your subcontract's termination rules on one page**

   Why: A default notice usually gives you only days. Your team needs to know the period, and where a reply must go, before a notice arrives.

   How: Open the signed subcontract at its termination and notices clauses and any schedule of amendments. Note the defaults that allow a notice, how long you have to end one, and how and where notices must be served. Note what follows a termination too. Put it on one page your site manager and commercial team keep to hand.

6. **Name who receives a notice, and get it to the office the same day**

   Why: A default notice's period runs from the day it reaches you, not the day your office reads it. A notice left in the site cabin for a few days can use up most of its period.

   How: Check your subcontract's notices clause for the people and addresses it names. Name one person on site and one in the office to receive letters and notices, with a deputy for each. Anything that looks like a notice is photographed and sent to the office the day it arrives, with a note of when and how it came.

7. **Answer every written complaint in writing, within days**

   Why: A default notice usually follows a run of complaints. A written reply to each puts your side on the file before any notice relies on them.

   How: Reply to each complaint within a few days, even if you have also talked it through on site. Keep it short: what the complaint says, what the records show, and what you have done or will do by when. Send it to the person your subcontract names for notices, and keep proof it went.

8. **Keep every letter and notice exactly as it arrived, with the day it came**

   Why: If a notice or a termination is ever disputed, it turns on dates. The original email keeps its date and time; for a letter, only a note made on the day shows when it came.

   How: Make one folder for letters and notices on this job. Save each email as it came in. For each letter handed in or posted, scan it and note the day and time it arrived, how it came and who received it. Keep the paper originals and their envelopes, and do not edit or rename anything.

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 full subcontract.** A complete PDF or scan, with every schedule, amendment and any main contract terms it brings in, nothing removed.

  Where to find it: Usually attached to the order email from the main contractor's commercial team, or in their procurement portal under the project.

- **The correspondence so far.** Complaints about progress or quality, directions to remove or redo work, warnings and any notice already received, forwarded as the original emails and letters.

  Where to find it: The project inbox, the site cabin's post and the commercial manager's sent items.

- **The programme as issued and your resource records.** The programme the main contractor issued, with its revisions, and your labour returns or allocation sheets as they are kept.

  Where to find it: The planner's or site manager's files, and the site's daily returns.

- **Your payment position.** The recent applications, any Payment Notices and Pay Less Notices received, and what has been paid, as a spreadsheet or a statement.

  Where to find it: Your QS's working files and your accounts package.

- **Where notices arrive.** The addresses and people the subcontract names for notices, and who actually opens the post and email on site and in the office.

  Where to find it: The subcontract's notices clause, and a short note from you on how post and email are handled.

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 before work starts. Optional monthly checks have a fixed fee agreed first. Pause between jobs or stop at month-end. 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 Termination Prevention 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 how notices reach you

One call about the job, how it is going, and how letters and notices get from site to your office today. Tell us about any complaint or notice already received. The first conversation is free and commits you to nothing.

Step 02 We confirm the scope and the fixed fee in writing

We set out the jobs and subcontracts covered, what you get, the timetable and one fixed fee, agreed before any work starts.

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

Step 03 You decide whether to go ahead

Go ahead, change the scope or stop. Nothing starts until you have agreed the scope and the fee in writing.

Step 04 You send us the subcontract, the letters and your records

Everything in the list below, in one go. Send notices and letters as they arrived, with the date each one reached you, not retyped or summarised.

Step 05 We read the termination and default clauses

Both sides' grounds, the notices, how each must be served and the periods. Then what follows a termination and how the account is worked out, each with its clause.

What you get: A plain summary of the termination and default clauses on both sides, each with its clause

- **Where a default notice was served earlier on the job:** We treat that default as still live. Under the standard JCT subcontracts, a repeat of the same default can allow termination without a fresh default notice.

Step 06 We map where a default case could come from

We read the letters so far and how notices move from site to office today. Each complaint made and each direction still open is paired with the record that would answer it.

What you get: A map of every complaint and open direction, each paired with the record that answers it

- **If a complaint has no record that would answer it:** We say so plainly. We set how that record is kept from now on, and rebuild what we can from dated photos, allocation sheets and emails, labelled as rebuilt.
- **If unpaid money is tempting a walk-off:** We check what is due and whether you have a right to suspend. That becomes the notice route your team uses instead of leaving site.

Step 07 We design the notice and reply routine

One page naming who receives a notice, how fast it reaches the commercial team, who replies and a named deputy. With it come reply templates, a notice register, a diary of every period and the daily records your team keeps.

What you get: The one-page notice route, reply templates, notice register, diary of periods and records list

- **Where notices can arrive on site, by post and by email:** Each route gets a named person and a same-day handoff to the commercial team, with a deputy for holidays and sickness.
- **Where your main contractor complains about progress:** The reply states the facts from the records: resources on site, areas released to you, and information or directions still awaited. We never assess who caused a delay.
- **Where a sum due is unpaid after its final date and your team wants to stop work:** The routine uses a written notice of intention to suspend. The Housing Grants, Construction and Regeneration Act 1996 requires at least 7 days' notice, stating the grounds. Nobody leaves site before it has run.

Step 08 We set it up with your team and walk them through it

We take your site manager, your commercial team and whoever opens the post through the routine on your live job. Everyone learns what a default notice looks like and where it goes that day.

What you get: A walkthrough of the routine for everyone who handles notices on your job

Step 09 You run the routine on a live month

Your team passes on every notice the day it lands and replies in writing inside its period. It keeps the daily records in your name, on your systems.

Step 10 We check the live month and correct what it shows

We check the month's letters and records against the routine: notices passed on, replies sent in time, records kept. Anything missed is put right that month.

What you get: A written check of the live month, with every slip found and put right

Step 11 We hand over the written routine

You get the routine in writing: the one-page notice route, the register, the reply templates, the diary of periods and the records list. It is written to survive a change of staff.

What you get: The written routine, ready for your team to run

Step 12 You choose whether to keep the monthly check

Your team runs the routine from here, with or without us. The optional monthly check reads each month's letters, notices and records for signs of a default case building.

Step 13 We run the monthly check, if you keep it

Each month we read the letters, notices and records against the routine, and tell you in writing what we found.

What you get: A short written note each month on any default case building

Step 14 We leave you with a routine your team runs

You receive a deadline diary with clear responsibility for receiving and answering notices, supported by reply templates and an evidence checklist. We test the written routine and organise the file for use if termination follows.

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.

Which is closest to where you are now?

- Nothing has been sent yet; we want to be ready if it ever is
- **Letters complain about our progress or our work, but no default notice yet**
- A default notice has arrived, or a letter warning of termination
- Unpaid money has us pulling, or close to pulling, our team off site
- Our subcontract has already been terminated

Does a reply date, a notice period or a payment date fall this week?

- Yes
- **No**
- Not sure

What does your main contractor say you have done wrong?

- **Our progress is too slow, or we are behind the programme**
- We have not removed or redone work they say is defective
- We stopped work, or pulled our team off site
- Something else, or I am not sure what it says

Has your main contractor sent you an earlier default notice on this job?

- No
- **Yes, for the same thing**
- Yes, for something else
- Not sure

Do you have the full signed subcontract, with every schedule and amendment?

- **Yes, all of it**
- It is signed, but parts are missing, such as a schedule
- It was never signed, or we only have the tender version
- Not sure

Does your team know what your subcontract says about default notices and termination?

- Yes, it has been read and written down
- **Roughly, from the standard form or another job**
- No, nobody has read that part
- Not sure

When a letter or notice arrives on site, how does it reach whoever deals with it?

- A named person gets it the same day, with a deputy when they are away
- It reaches the office that day, but nobody is named to act on it
- **It waits until someone brings it in or mentions it**
- Nothing is set; it depends who gets it
- Not sure

When a main contractor complains to you in writing, what does your team usually do?

- Reply in writing within days, with the facts and the records
- **Talk it through on site or by phone**
- Leave it unless it gets serious
- Not sure

Does your site team keep dated daily records of labour on site, access given and directions received?

- Yes, every day, with dated photos
- **Labour sheets or a diary, but not access or directions**
- Very little is written down
- Not sure

When your main contractor does not pay what is due, what does your team do on site?

- Keep working; any stop goes through a written notice first
- Stop work, or pull the team off site, until we are paid
- **Slow down, or send fewer people, until we are paid**
- Not sure; it has not come up

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.