

Your route through Termination 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.

Something in your answers may not wait. Start with the first step under What to do now, today.

Where you stand

The works are not fully recorded yet, and finishing work may not have started. The chance to record them closes the day it starts, so recording the works as they stand is the first job.

No solicitor has looked at the termination yet. How you respond to a termination can have legal effect, so this should not wait.

If the termination proves wrongful, your claim can include your own loss as well, built as a separate part. That covers work done and unpaid, wasted costs such as materials ordered for the rest of the job, and lost profit, less what you saved.

Your work has not been finished by others yet. If your subcontract follows the standard JCT terms, the account for a termination for default waits until it is. Your side is built now, so your figures are ready when theirs arrive.

Your main contractor has put a figure on finishing your work before the finishing is done. That figure can only be an estimate, and it is tested as one. It is checked against your original scope now, and against the real costs as they are spent.

Your main contractor says you were in default, but your answers suggest no default notice came first. Under the standard JCT subcontracts, ending a subcontract for default normally takes a notice naming the default first. Whether yours was ended properly is a legal question for your solicitor, and one to put to them now.

Hired plant is stuck on a site you have left, and the hire keeps running. The charges from the termination date are logged for the account.

Your answers suggest a payment was unpaid when the subcontract ended, with no Pay Less Notice against it. If it fell due before the termination, it may be payable now rather than held for the account. That depends on your subcontract's wording, which your solicitor confirms, and it can then be pursued on its own.

Your answers suggest the cost to complete includes more than your work: upgrades beyond your

specification, known as betterment, other packages' work or later changes. Each is taken out and shown separately with its reason, so the difference can be checked line by line.

What to do now

In order: the first ones cannot wait.

1. Record the works as they stand, today (today)

Why: Every figure in the account is built on what was on site that day. Once finishing starts, your work is covered, changed or removed, and the chance to show it goes with it.

How: Ask your main contractor in writing today for access to record the works, and for a joint record. Take dated photos and video of every area, wide and close. Mark up a drawing to show what was finished, part done and not started. If you instruct us today, we set out what to record, under a small fixed fee agreed in writing before we act.

2. Appoint a solicitor now (today)

Why: We do not give legal advice, and some decisions after a termination cannot wait. Your solicitor answers whether it was valid; we build the money side alongside.

How: Choose a solicitor who handles construction disputes. Send them the termination letter, any notice before it and your subcontract, as the emails that carried them. If you instruct us, we give them a clean file: the notices, how and when each arrived, the clause relied on and a dated timeline.

3. Find your tender build-up and your cost records

Why: Your lost profit, less what you saved, can only be shown from your own figures. That means what you priced the job at, and what it has cost so far.

How: Ask your estimator for the priced tender or build-up for this package. Pull your cost records for the job to date from your accounts package. Send them as they are kept, not retyped. We build your own loss from them, ready whichever way your solicitor answers the question of validity.

4. List what you left behind, and ask for it back in writing

Why: Materials and plant left behind belong in the account. Each item only counts if it traces to a ticket, an invoice or a hire record.

How: List each item, where it is, and its delivery ticket, invoice or hire agreement. Ask your main contractor in writing for its return, and keep the reply. For hired plant, tell the hire firm in writing too, and keep its statements from the termination date.

5. Close the gaps in your records now

Why: Your work is valued from what the records show was there. A line with nothing behind it is treated as unsupported, and records made at the time count for much more than ones made later.

How: For each part of the work without a record, look for anything dated at the time. That means emails, photos on your team's phones, delivery notes, the site diary, and your last application and its measure. Ask your site team now, before they move on or forget.

6. List what was unpaid when it ended

Why: A payment that fell due before the termination can be treated differently from the rest of the account. The balance also depends on exactly what was paid.

How: For each application, note the date you sent it and the sum. Add any Payment Notice or Pay Less Notice with its date, and what was paid and when. Add any retention still held, with its release dates. Keep each document as the email that carried it.

7. Ask in writing for the costs behind its figure

Why: A cost to complete with nothing behind it cannot be tested line by line. Until the backing arrives, each unsupported line is answered as not proved.

How: Ask your main contractor in writing for the completion contract, the quotes and invoices, and any record it made of the works on taking over. Keep the request short and factual, keep the reply, and do not agree any figure in the meantime.

8. Put their cost to complete beside your original scope

Why: Upgrades, other trades' work and later changes creep into the cost to complete unless your original scope is put beside it.

How: Take your subcontract scope, drawings and specification. Mark each line of their cost to complete as your work, an upgrade, another trade's work or a change made after you left. The lines you cannot place are the ones to ask about first.

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

Why: Most of this turns on dates: when each notice arrived, when the subcontract ended and what was on site that day. An original email keeps its date and time; a copy, a printout or a screenshot may not.

How: Make one folder for this termination. Save every default notice, the termination letter, every letter since and your replies in it as the original emails, with any recorded delivery slips. 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 records of work done. You said you do not have this yet.** Diaries, photos, valuations, measures, marked-up drawings and delivery records as they are kept, not retyped, and anything recorded on the termination day.

Where to find it: The site office files, the team's phones and your QS's working folders.

- **The completion cost information. You said you do not have this yet.** The completion contract or quotes, and the cost records of finishing the works, as original spreadsheets where they exist.

Where to find it: They usually arrive attached to your main contractor's account or claim; if not, we ask for them.

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

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

- **The termination documents.** The default notices and the termination letter, as dated PDFs or scans, with any record of how and when they arrived.

Where to find it: The formal correspondence file; they usually come by recorded post and email together.

- **Payment history.** The complete run of applications, notices and payments to the termination date, not a partial or summarised history.

Where to find it: Your QS's working files hold the applications and notices, and your accounts package holds the payments.

- **The plant and materials left behind.** A list of the plant, equipment and materials left on site or stored off site, with the delivery tickets, invoices and hire agreements for each.

Where to find it: Your buyer's and plant manager's files, your hire firms' statements and the site's delivery records.

- **The account or claim received.** If your main contractor has already put figures forward, its account as issued, in its original Excel file where you have it.

Where to find it: Attached to the demand or the letter it came with.

- **Your tender build-up and cost records.** Your priced tender or build-up for the package and your cost records to date, as they are kept. Needed where your own loss is claimed.

Where to find it: Your estimator's tender file and your accounts package.

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 evidence. Each later stage has its own fixed 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 Termination 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 how the job ended, the date, the state of the works and what your main contractor has sent since. The first conversation is free and commits you to nothing.

- **If the termination landed in the last few days:** The works come first, for a small fixed fee agreed in writing before we act. You ask in writing for access that day, and we set out what to record before the completion contractor starts. The termination letter goes to your solicitor.

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

We weigh what the account could be worth against the cost of pursuing it. Then the scope, the fixed fee and the timetable go to you in writing.

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

- **If we protected a deadline or recorded the works first:** That work stays under its own small fixed fee, and this scope covers the rest.

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 paperwork

Everything in the list below, in one go and as it is kept, not retyped. Anything recorded on the termination day comes first.

- **If your main contractor holds documents you do not:** We ask for them in writing, in your name. That means the completion contract, its quotes and invoices, and any record it made of the works when it took over.
- **If some records were never made:** We rebuild what we can from dated photos, delivery tickets, emails and applications, and every rebuilt record is labelled as rebuilt.

Step 05 We read the subcontract and the termination papers

The signed subcontract and everything it brings in, and every notice with how and when it arrived. We fix the clause used, the termination date and the rules for the account, and put every time limit in the diary.

What you get: A summary of the termination terms, with every time limit and the clause it comes from

- **If your main contractor ended it for your default:** Under the standard JCT subcontracts, the account waits until others finish. It sets what the whole job would have cost on your terms against payments to you, the cost of finishing and your main contractor's loss.

Step 06 You put the question of validity to your solicitor

We give your solicitor a clean file: the notices, how and when each arrived, the clause relied on and a dated timeline. How you respond to a termination can have legal effect, so this goes early.

What you get: A clean file for your solicitor, with a dated timeline of the notices

- **If you do not have a solicitor yet:** Appoint one now. We do not give legal advice, and some decisions after a termination cannot wait.

Step 07 We fix what was on site on the termination date

Your work done, materials on and off site, and plant and equipment left behind, each tied to a photo, a ticket or a record. Every figure in the account is built on this.

What you get: A dated record of the works, materials and plant as they stood on the termination date

- **If your materials or plant are still on site:** Each item is listed with its ticket, invoice or hire record, and you ask in writing for its return. Whether your main contractor may keep or use them is for your solicitor.
- **If plant you hire is stuck on site:** You tell the hire firm and your main contractor in writing. The hire charges from the termination date are logged for the account.

Step 08 We list what you can claim and rate the evidence

Work done, variations, materials, plant, retention, unpaid sums and, where it applies, your own loss. Each is

rated strong, repairable or weak, with the gap named.

What you get: The evidence rating schedule, one line per item

- **Where an item's gap can be closed:** We say what closes it and who holds it, and it is asked for in writing before the account goes in.
- **If a payment fell due before the termination and no Pay Less Notice was sent:** We flag it at once. Depending on your subcontract's wording, it may be payable now rather than held for the account. Your solicitor confirms that, and it can be pursued on its own.

Step 09 We value your work and test their cost to complete

Your work is measured and priced to the termination date from the records, which fixes what was left to finish. Their cost to complete is read line by line against that and your original scope.

What you get: Your valuation, and a line-by-line answer to their cost to complete

- **If the cost to complete includes upgrades, other trades' work or later changes:** Each is taken out and shown separately with its reason, so the difference can be checked line by line.
- **If their figures arrive with no backing:** We ask in writing for the completion contract, quotes and invoices. Until they arrive, the unsupported lines are answered as not proved.
- **If the work has not yet been finished by others:** We build your side of the account now and ask for the completion costs as they are spent. Your figures are ready when theirs arrive.

Step 10 We report our position and recommend a route

You get the account as we would submit it, the balance it supports, its weak points and the route we recommend, all in writing.

What you get: A written position report with the account, its balance, its weak points and our recommended route

- **If a sum is payable now, outside the account:** We recommend pursuing it on its own, so it is not held up by the rest.

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

You read the account and the evidence behind it. Nothing goes to your main contractor until you approve it in writing.

Step 12 We submit the account in your name

The account goes to your main contractor in your name, by the route your subcontract sets for notices. Each line carries its documents, with a date for a reply.

What you get: A copy of the account as sent, with proof of how and when it went

- **If your main contractor's account arrived first:** Ours answers it line by line in the same order, with our figure beside theirs on every line.

Step 13 We read the response and set the next step

Every reply is logged against the account, line by line. Whatever is agreed is confirmed in writing straight away.

What you get: A line-by-line log of the response, and the next step in writing

Step 14 We negotiate on the numbers

Before any meeting, you sign off our negotiating strategy and your floor, the lowest figure you will accept. We then meet and write on the numbers, and trade concessions rather than give them away.

What you get: A negotiating strategy for your sign-off, and a running record of what is agreed

Step 15 You decide whether to settle or go on

Whether an offer is taken is always your decision, made with the figures in front of you.

Step 16 We prepare the money side of an adjudication

We prepare the valuation, the evidence and the schedules, and you or your solicitor run the adjudication itself. Under the Housing Grants, Construction and Regeneration Act 1996, the decision is due within 28 days of the referral, unless extended by agreement.

What you get: The money side of the adjudication: the valuation, the evidence and the schedules

Step 17 We close out with the Handover Pack

You receive a record of the work and assets left on site, together with an evidenced account testing both the value of your work and the completion costs claimed against you. The work closes with a written settlement, decision or file ready for the next step.

Your path through the questions

The questions you answered, in order, as the page crew them. Your answers are in yellow, with the line running through them.

What has happened to your subcontract?

My main contractor has ended it

I ended it myself, because my main contractor was in default

I was told to leave site, but nothing has come in writing

I have a default notice, but the subcontract has not been ended

The job is still running, and the money I am owed is the problem

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

Yes

No

Not sure

When did the subcontract end, or when were you told to leave?

In the last few days

In the last few weeks

Longer ago than that

What reason did your main contractor give for ending it?

It says I was in default, and a default notice came first

It says I was in default, but no default notice came before it

It gave no fault of mine, or said the main contract had ended

No clear reason, or I am not sure

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Do you have a signed copy of your subcontract?

Yes

Has a solicitor looked at whether the termination was valid?

No, not yet

Has another firm started finishing your work?

No, not yet

Is there a dated record of the works as you left them, such as photos of every area?

Some photos, but not of every area

Did you leave materials, plant or equipment behind, on site or in storage for the job?

Yes, including hired plant

How good are your records of the work you did before it ended?

Some gaps

When it ended, was a payment you had applied for still unpaid?

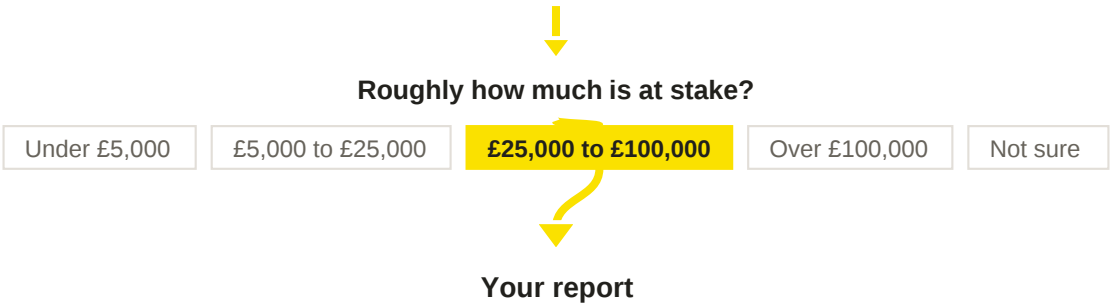
Yes, and no Pay Less Notice came for it

What has your main contractor sent you about the money since it ended?

A claim or a figure, with little or nothing behind it

Does its cost to complete look bigger than finishing your own scope should cost?

Yes, it looks like it includes more than my work



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.