Your route through Variation 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 says the work was never instructed, yet at least some of it was instructed or confirmed in writing. For those variations, the written record answers the refusal directly, as long as it came from someone allowed to instruct.

You agreed a price for some of this work before doing it. An agreed quotation, or an order accepting it, may be strong evidence that the work was asked for.

Your answers suggest the verbal instructions came from someone allowed to give them, and the time to confirm them is still open. A confirmation sent now, in the form your subcontract requires, may put them on the same footing as written ones.

Never instructed is the most common reason given for not paying a variation. It is answered from the instruction trail: who asked for the work, when, and what was put in writing.

Unsigned daywork sheets are not the end of the claim. They can be tested against your timesheets, allocation sheets and site diaries, and what those records support may stand on its own.

A notice that came on time, with its workings, fixes what is due for that payment. That holds even if it values your variations low or at nothing. They can still be claimed: the way forward is to prove each variation, and what it is worth, and this service is built for that.

What to do now

In order: the first ones cannot wait.

1. **Confirm each verbal instruction in writing before the time runs out** (today)
   Why: While the period is open, a written confirmation can put a verbal instruction on paper. Once it closes, that chance may be gone.
   How: Write to the person your subcontract names for instructions. For each one, say who asked for what, when and where, and that you are treating it as a variation. Send it the way your subcontract requires, and keep the sent email and any reply. If you want it right first time, send us the instruction and the clause and we write the confirmation for you to send.

2. **Gather the instruction trail for each variation**

   Why: Most refused variations are refused on the instruction. Who asked for the work, when, and what went in writing is where each one is won or lost.

   How: For each variation, collect the instruction or your confirmation, the marked-up drawings, and the emails and messages behind it. Add any meeting minutes that mention it. Keep them as the original emails and exported chats, with their dates showing.

3. **Find the written agreement of each price**

   Why: A price agreed before the work started usually stands, but only if you can show it was agreed.

   How: Find the quotation, the order or reply accepting it, and any minutes or emails recording the agreement. Keep them with that variation's other records.

4. **Match each unsigned sheet to your other records**

   Why: Timesheets, allocation sheets and the site diary can show the hours and plant were used, even where nobody signed the sheet.

   How: For each sheet, find the timesheets and allocation sheets for the same day and gang, and the diary entry. Add any photos, delivery notes or hire tickets. Note when you sent each sheet for signature and any reply. Check whether your subcontract sets a time limit for handing sheets in.

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

   Why: A variation 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 variation without a record, look for anything dated at the time. That means emails, messages, 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.

6. **Keep every instruction, message and notice exactly as it arrived**

   Why: Most variations are won or lost on who asked for what, and when. An original email or message keeps its date and time; a retyped note or an undated screenshot may not.

   How: Make one folder for each variation. Save the instruction, any confirmation, the drawings and every reply in it as the original emails. Export chats with their dates rather than retyping them, 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 records behind your figures. You said you do not have this yet.** The measures, daywork sheets, timesheets, allocation sheets and supplier quotations, as they are kept.

  Where to find it: The site office files and your quantity surveyor's working folders.

- **The subcontract.** A complete PDF or scan, with the instruction and valuation clauses, the pricing schedule and the priced documents or rates, all in full.

  Where to find it: The commercial folder or the order email. The priced documents are often a separate file, so check they come too.

- **The scope you priced.** The tender drawings and specification your price was based on, with their revision letters, and any clarifications or exclusions you sent with it.
  Where to find it: Your estimator's tender file, and the list of documents in the subcontract.
- **The variations in dispute and both sides' valuations.** Native Excel spreadsheets showing quantities, rates and build-ups, not PDF printouts.
  Where to find it: Your quantity surveyor holds yours; your main contractor's arrived attached to an email, a Payment Notice or an assessment.
- **The instruction trail for each variation.** The instructions, confirmations, marked-up drawings, emails and messages behind each change, with their dates intact.
  Where to find it: The site instruction file, the inboxes and phones of whoever took the direction, and the drawing register.
- **The exchanges to date.** Forwarded as the original emails, dates and attachments intact.
  Where to find it: The thread between your commercial team and your main contractor's.
- **Any date running now.** The date and what it is for: a Pay Less Notice to answer, a confirmation period, an adjudication timetable.
  Where to find it: The latest notice or letter from your main contractor, or your own diary if the date was set by phone.

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 after we see the records. Each later stage has its own fixed 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 Variation 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 variations, what your main contractor has said and any date running now. Send us your variation list and the latest response to it. The first conversation is free and commits you to nothing.

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

We look over what you sent before fixing anything. Then we confirm in writing which variations we will work, the fixed fee, the timetable and every date already running, with its source.

What you get: A written scope, fixed fee and timetable, with every running date and its source

Step 03 You decide whether to go ahead

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, as it stands. Gaps are fine: tell us what is missing and we will work out how to fill it.

Step 05 We read the subcontract and everything it brings in

We take the instruction, confirmation, notice and valuation rules, with every time limit, from the signed subcontract and its amendments. Every date goes in the diary with its source.

What you get: A summary of your subcontract's instruction, notice and valuation rules, with every date diaried

Step 06 We sort each variation by how it was instructed

Each route needs a different answer, so we sort every variation before rating it. We also check who gave each instruction, and whether your subcontract lets them.

What you get: Each variation sorted by how it was instructed, with any confirmation still possible ready to send

- **If it was instructed or confirmed in writing:** it goes straight to rating and valuation.
- **If it was verbal only and the confirmation period is still open:** we write the confirmation that day, in the form your subcontract requires, for you to send.

Step 07 We rate the evidence for each variation

We rate each one on its instruction, the authority behind it, the scope it changed and the records that support it. You see each rating and its reason before anything is valued.

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

- **If there are gaps that can be closed:** we name what closes each one, such as a signature, a missing day sheet or a note from your site manager, and who can get it.

Step 08 You send the confirmations and choose the list

You send the confirmations we wrote while their periods are still open. Then you decide, variation by variation, what goes forward, before the valuation is built and not after your main contractor finds the weakness.

Step 09 We fix the valuation rule for each variation

We take the rule from your subcontract's own words, in the order it sets, before any figure is argued. Many subcontracts use the order below.

What you get: The valuation rule for each variation, with the clause it comes from

- **If a price was agreed before the work started:** that price stands. We check it was applied, and value only what changed after it was agreed.
- **If the work could not be measured:** it is valued as daywork where your subcontract allows it: the

recorded hours, plant and materials at the daywork rates and percentages it sets.

Step 10 We measure, price and trace every figure

We test the quantities against the drawings and records, and build each rate from its source. Then we compare our valuation with your main contractor's, line by line, so every difference has a reason.

What you get: A line-by-line comparison of your valuation and your main contractor's, with every figure traced

- **If the daywork sheets were never signed:** we test them against the timesheets, allocation sheets and diaries, and show what the records support on their own.

Step 11 We report our position and recommend a route

You get the priced schedule, with the route, rating and valuation basis for each variation. We recommend how and when to put it in, and we name the weak points before your main contractor does.

What you get: The priced Scott schedule and our written recommendation on the route

- **If your next application is close:** the variations go in with it, so your main contractor has to state in its notices what it will pay and on what basis.

Step 12 You approve the claim and send it in your name

Nothing goes to your main contractor until you have approved it. You make every commercial call on what goes in.

Step 13 We answer the response

We read your main contractor's reply against the schedule, item by item, and agree the next move with you.

What you get: Our answer to each point in the reply, ready to send in your name

Step 14 We negotiate and record any settlement in writing

We prepare each meeting with the items, the evidence and your limits. Anything agreed is written down the same day, and you make every commercial call.

What you get: A written record of each meeting and everything agreed

Step 15 You decide whether to settle or go on

We set out what is agreed, what is still open, and whether the sum left justifies adjudication. The choice is yours.

Step 16 We prepare the money side for adjudication

We prepare the money side and the Scott schedule, and whoever runs the adjudication for you conducts it. We keep the figures ready for each date in its timetable.

What you get: The money side of the adjudication case, with its Scott schedule

Step 17 We close out and price what the gaps cost

You receive an evidenced valuation showing the strong items and the gaps, followed by your variation claim and responses to objections. The final record identifies items paid, agreed, decided or dropped, and those held for the final account.

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.

Why does your main contractor say it will not pay for the variations?

- **They say the work was never instructed**
- They say it was always included in my price
- They agree it changed but pay less than I claim, or refuse my daywork
- My subcontract is NEC and this is a compensation event
- Several of these, no reason given, or I am not sure

Does a confirmation deadline, a payment date or an adjudication date fall this week?

- Yes
- **No**
- Not sure

Has anyone started an adjudication about these variations?

- **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

How were the changes instructed?

- In writing, or I confirmed them in writing
- Verbally, and nothing was put in writing
- **Some in writing, some only verbally**
- Not sure

For the verbal instructions, is the time to confirm them in writing still open?

- **Yes, it is still open**
- No, it has passed
- Not sure

Did the instructions come from someone your subcontract allows to instruct changes?

- **Yes**
- No, some came from a site manager, a foreman or the client's team
- Not sure

Did you agree a price for any of the changes before you did the work?

Yes, for some or all of them | I sent a quotation, but it was never agreed | No | Not sure

Was any of the disputed work recorded on daywork sheets?

No | Yes, and they signed the sheets | **Yes, but the sheets were never signed** | Yes, but they valued it by measure instead | Not sure

For the disputed variations, do you have records made at the time?

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

Did the changes also delay your work, or disrupt how it ran?

Yes | **No** | Not sure

Is the job still running, or is it at final account?

Still running, and I apply for payment each month | Finished, and we are agreeing the final account

When they cut your variations from a payment, did they send a notice in time saying why?

Yes, on time, with the sum and how they worked it out | No notice came, or it came late | I have not applied for them yet | 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.