



NEC4 SUBCONTRACT - DELAY AND DISRUPTION

A PRACTICAL GUIDE

INTRODUCTION

Imagine this: You're on site, working for a main contractor. You show up ready to go, but access to the work area is delayed, it's not ready when you arrive. You finally get started installing ducting, but the main contractor is supposed to be digging the trench ahead of you. Instead, they've only completed half the trench, so your team is left waiting.

You push on, working around the gaps, but then another contractor comes along and digs up your duct boxes. The main contractor turns to you and says, "You'll need to go back and reinstate those duct boxes—you're responsible for warranting the work."

Sound familiar? Delays, disruption, and shifting responsibilities like this aren't just frustrating—they can hit your programme, your costs, and your reputation.

So what the hell do you do???

Firstly, take a breath, you have rights, you don't have to tolerate this. It is important to note that 'Delay and Disruption' is not a recognised event under NEC4. The delay or disruption **MUST** be attributed to specific events.

Don't wait until a minor delay becomes a major dispute, follow Oraculum's Five Point Plan outlined in this guide and keep your project moving.

TIME BAR

It's important to notify events within the contractual timescales. The unamended NEC4 Subcontract states that any compensation event must be notified by the Subcontractor within seven weeks of becoming aware of the event. This time period is frequently modified in the Z clauses, so check them for alterations and make sure you give timely notifications.

Early warnings need to be notified as soon as you become aware of them.



KNOW YOUR CONTRACT

NEC4 Subcontracts are almost always amended using Z clauses. Before you start notifying, make sure you read your contract to understand how it has been amended, as this may influence how you notify compensation events and what risks are yours.

It's always worth having a professional contract review before signing a contract so that you understand what your obligations and risks are.

THE ORACULUM FIVE POINT PLAN

Applying the five point plan does require some contractual understanding, so don't be afraid to reach out for a bit of help.

The NEC Contract promotes collaboration. Always remember this when negotiating your route through challenges. Project success will result in your success. Read on to discover the plan.



THE ORACULUM FIVE POINT PLAN

STEP ONE - RECORDS

Detailed, contemporaneous records are your strongest defence if a dispute arises. In the event of a claim or audit, the party with clear, time-stamped evidence showing what happened, when, and why will always be in a stronger position.

Make it standard practice to update records daily, include signatures where possible, and ensure everything is stored securely and logically.

Remember, if it's not written down, it didn't happen.

- Log daily activities, delays, and instructions as they happen
- Save photos, site diaries, and correspondence
- Record who said what, when, and why
- List all resources (plant, labour, materials) used each day
- Note every delay or disruption, including the cause, even if it's your own team
- Track time lost and what you did with resources (stood down, reassigned, etc.)
- Record when you restarted activities or how much extra time was needed
- Use diaries and allocation sheets, and log photos with notes, dates, and locations
- Note who instructed you and which other contractors impacted your work

Spreadsheets and word documents for records are fine but if you really want to move to the next level and be more proactive, consider using a dedicated digital systems such as www.gatherinsights.com



STEP TWO - NOTIFY

It's important to send notifications required by the Contract so ensure you are aware of the administration required. Oraculum specialises in training site teams.

Notify early warning (15.1) as soon as you become aware of any event which may delay the Completion, increase the Prices, delay a Key Date or impair the performance of the Works in use.

Notify compensation events (61.3) within seven weeks (unamended form). Knowing which compensation event is applicable to your situation may be tricky but as a rough guide use the following examples:

Example - No access given to work area on day one

Consider using clause **60.1(2)** if no access is granted by the agreed date on the Accepted Programme.

Example - Contractor was meant to excavate a trench for you as shown on the Accepted Programme but hasn't.

Consider clause **60.1(3)** if something is not provided by the date on the Accepted Programme.

Example - Other contractors are in your way but they were meant to be finished according to your Accepted Programme.

Consider using **60.1(5)** if the the Contractor/Others are not working within times on the Accepted Programme.

Example - Contractor instructs you to stop a task and move somewhere else.

First get the instruction in writing (clause 34) and consider using **60.1(4)** if you're Instructed to stop / not start work.

If you're unsure which event your delay falls under, seek some professional guidance.



STEP THREE - PROGRAMME

It can't be stressed enough how important the programme is to NEC Contracts.

- Set up your programme with clear milestones and the Contractor's responsibilities from the start.
- Define when you need access, resources, and prep work completed. An example of a Contractor responsibility could be "Traffic management for lane closure in place"
- Update the programme regularly with actual progress, impacts and a revised planned Completion date.
- An Accepted Programme is your best evidence. Submit the programme for acceptance and if the Contractor does not respond to your submission in the time allowed then notify them of that fact.
- If the programme wasn't strategic or up to date, use your records to fill gaps and start now with producing an up to date programme.

Above we have referred always to the 'Accepted Programme', so what happens if you don't have an Accepted Programme or the last Accepted Programme was a long time ago?

If your Accepted Programme is out of date then the Contractor has a duty to take into account events which have happened between the date of the Accepted Programme (63.5) and the dividing date. So make sure you update the programme as soon as you can with all relevant matters and events.

Hopefully you should never be in a position where there is no Accepted Programme, but if you are, then produce the Clause 31 programme using the dates in the Contract Data and all events to date. Consider using a specialist NEC planner for this, they will bring a lot of value.

STEP FOUR - COLLABORATION

The NEC contracts are built around collaboration and proactive risk management. If you are being messed around, sometimes the last thing you feel like doing is collaborating, but it is truly the best way to resolve issues.

This doesn't mean you have to sell your soul and burn your contract rights, it does mean finding out the bigger picture about the project you are involved with.

So to collaborate, what exactly do you need to do? Firstly parties rarely mess you around because they are deliberately trying to cause you hassle. Start with finding out what is causing them to need to alter your plans.



Discuss what their goals and drivers are and then ask how you can use your works to assist their goals.

Agree a new plan, being clear on what dates are being agreed and what the Contractor is agreeing to do for you. Record everything back so that it forms a formal plan and get them to instruct it.



STEP FIVE - ASSESS AND MONITOR

Assess how the new plan differs from your original intent, update your Clause 32 Accepted Programme, submit for acceptance and where necessary notify new early warnings or compensation events.

Work with your commercial team and the Contractor's commercial team to agree the changes to the Defined Costs.

Plan your resource and deliver to the new agreed plan. Continue to monitor against the new plan and notify compensation events every time the Contractor does not stick to the plan and importantly follow up with more collaboration meetings. It's necessary to maintain relationships.

If you are being given new instructions or asked to stop work and start on other areas, then insist the Contractor gives the instructions in writing.

At progress meetings, table reports that describe change and impact. Continue to keep detailed records of the daily activities.



NEED HELP ?

Need help navigating NEC4 or dealing with persistent project delays?

Oraculum specialises in helping contractors and subcontractors protect their position, resolve disputes, and keep projects moving.

Whether you need a one-off contract review, programme production, ongoing mentoring, or hands-on support with claims and project management, we're here to help.

Get in touch for a confidential chat about your current challenges, no obligation, just straight talking advice from people who understand the realities of site work.

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for more resources and guides.

