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NEC4 · FOR TEAMS MOVING FROM JCT

The First 30 Days

NEC does not run like JCT. The programme is a contractual instrument, change runs on a clock, and value is built from Defined Cost rather than your tendered rates. These are the checks that matter in the first month on site, before habits set.

1 Read the Contract Data before anything else

- [ ] **Main Option identified**, A to F, because it decides how change is valued and which cost records you need from day one.
- [ ] **Secondary Options checked**, in particular X5 sectional completion, X7 delay damages and X16 retention.
- [ ] **The period for reply and the programme submission interval** taken from Contract Data and put in the diary.
- [ ] **Z clauses read in full**. Amendments to clauses 31, 61 and 63 change the rules this checklist assumes.

State it: *the Option, the reply period, the programme interval and any Z clause that alters them.*

2 Get a first programme accepted (Clause 31)

- [ ] **First programme submitted within the period stated in Contract Data**, not when it is convenient.
- [ ] **Clause 31.2 content present**: planned Completion, method statement, float, time risk allowances, Key Dates, the order and timing of the work.
- [ ] **Terminal float and time risk allowances shown separately**, because an allowance that is not shown cannot be protected when the programme is assessed.
- [ ] **Acceptance chased in writing**, and the failure to respond notified once the two weeks for a reply under clause 31.3 have passed.

State it: *the submission date, the reply deadline and whether the programme is accepted or still outstanding.*

3 Open the Early Warning Register (Clause 15)

- [ ] **Early warning given for any matter that could increase the total of the Prices, delay Completion or a Key Date, or impair the performance of the works in use**, without waiting for certainty.
- [ ] **Register maintained jointly and reviewed at the early warning meeting**, not kept as a private list.
- [ ] **The link between Clauses 61.5 and 63.7 understood**: where the Project Manager notifies that an early warning an experienced contractor could have given was not given, the event is assessed as if it had been.
- [ ] **Early warnings kept distinct from compensation event notifications**. One is not the other.

State it: *who owns the register, when it is reviewed, and what is currently on it.*

Under JCT the programme records what happened. Under NEC it decides what you are owed.

4 Start the compensation event clock (Clause 61)

- [ ] **Every event notified within eight weeks of becoming aware**, because awareness is judged objectively.
- [ ] **Notifications issued as separate communications under Clause 13**, not buried in minutes or an early warning.
- [ ] **The Project Manager's reply periods tracked**, and silence chased rather than tolerated.
- [ ] **A live CE register kept** showing event, notification date, quotation date and status.

State it: *the date of awareness and the notification date for every event, on one line each.*

5 Set up cost records for Defined Cost

- [ ] **Defined Cost understood as the basis for change**, not the tendered rate, unless rates are agreed under Clause 63.2.
- [ ] **Records started from day one on Options A and B**, where nothing else forces you to keep them until an event arrives.
- [ ] **Subcontract obliges the substantiation you will be asked for**, so subcontract cost can be evidenced.
- [ ] **People, Equipment, Plant and Materials recorded against the applicable schedule** from the outset: the Short Schedule of Cost Components on Options A and B, the full Schedule on C, D and E.

State it: *where the cost records live, who maintains them and what they will support.*

Before week four

Habits set early, and NEC punishes the JCT ones.

- [ ] A first programme has been submitted, and acceptance is either granted or formally chased.
- [ ] Every event to date has been notified inside eight weeks, as a communication in its own right.
- [ ] Nobody on the team is still waiting until the end of the job to make the case for time.

First NEC job after years of JCT? Book a 30-minute call about pre-construction planning.

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