

NEC4 ECC • CLAUSE NUMBERING

NEC3 to NEC4 Clause Mapping

Most of what changed between NEC3 and NEC4 is a clause number, not a new obligation. The trouble is that procedures, notice templates and internal guidance written for NEC3 still cite the old numbers, so a notice arrives quoting a clause that no longer says what the sender thinks it says. This is the mapping for the provisions that govern a contractor's programme and its compensation events, with what actually changed in each.

PROVISION	NEC3	NEC4	WHAT CHANGED FOR THE CONTRACTOR
Mutual trust and co-operation	10.1	10.2	Split in two. Clause 10.1 now covers acting as stated in the contract; 10.2 carries the mutual trust obligation.
Early warning notification	16.1	15.1	The whole early warning section moved from clause 16 to clause 15.
Risk reduction meeting	16.2	15.2	Renamed the early warning meeting. Contract Data now sets a minimum interval for holding them.
Risk Register	16.4	15.4	Renamed the Early Warning Register, so the document is named for what it is used for.
Programme content	31.2	31.2	Unchanged in substance, with the addition that a programme issued for acceptance is in the form stated in the Scope.
Programme acceptance	31.3	31.3	Two weeks to reply is unchanged, but silence is no longer safe. Notify the non-response and a further week without a reply means the programme is treated as accepted.
Activity schedule related to the programme	31.4	31.4 (Option A)	Retained in Option A, where the Contractor still shows how each activity on the Activity Schedule relates to the operations on the programme. Removed from Option C, which no longer carries that obligation or the facility to revise the Activity Schedule.
Revised programme content	32.1	32.1	The words implemented compensation events were removed, so a revision shows the effects of all compensation events, not only implemented ones.
Acceleration	36	36	Retained, but the Project Manager can no longer instruct the Contractor to submit a quotation for acceleration.
Review of finalised Defined Cost	none	50.9	New. The Contractor notifies parts of Defined Cost as final, and if the Project Manager does not review within 13 weeks the assessment is treated as accepted.
Final assessment of the amount due	none	53.1	New. The Project Manager assesses within four weeks of the Defects Certificate, failing which the Contractor may make its own assessment.
Additional compensation events	2 clauses	60.1(21)	Project specific events are declared in Contract Data at tender instead of being amended in later.

Most of it is a renumbering. The exceptions are where the money is.

NEC3 to NEC4 clause mapping, continued

PROVISION	NEC3	NEC4	WHAT CHANGED FOR THE CONTRACTOR
Compensation event notification	61.3	61.3	The eight week bar from becoming aware is unchanged, and still does not apply to events the Project Manager should have notified.
Reply to a notification	61.4	61.4	Clarified that where a notification is late the Project Manager confirms the Prices, the Completion Date and the Key Dates are not changed.
Proposed instructions	61.2	65	Moved out of the compensation event clause into a section of its own.
Quotation treated as accepted	62.6	62.6	Unchanged. Notify the failure to reply, then a further two weeks of silence accepts the quotation.
Delay to the Completion Date	63.3	63.5	Renumbered, with an added sentence that only operations not completed and affected by the event are changed. The same rule is repeated for Key Dates.
Only rights in respect of a compensation event	63.4	63.6	Renumbered. Changes to the Prices, the Completion Date and the Key Dates remain the parties' only rights.
Assessment where no early warning was given	63.5	63.7	Renumbered. The event is assessed as if the warning had been given, but only where the Project Manager said so in the instruction to quote.
Risk allowances in a quotation	63.6	63.8	Renumbered. Cost and time allowances for matters with a significant chance of occurring that are at the Contractor's risk.
Ambiguities and inconsistencies	63.8	63.10	Renumbered. Assessed on the interpretation least favourable to the party that created the ambiguity.
Implementing compensation events	65	66	Renumbered. Implementation still makes the assessment final.
Dispute resolution	W1, W2	W1, W2, W3	A four week senior representative negotiation runs before adjudication, and W3 adds a Dispute Avoidance Board.

The eight that are more than a renumbering

Clause 31.3 adds deemed acceptance of the programme, so silence from the Project Manager stops being a safe position. Clause 31.4 is removed from Option C but retained in Option A. Clause 32.1 drops the word implemented, so a revision shows the effect of every compensation event. Clause 36 removes the Project Manager's power to instruct a quotation for acceleration. Clauses 50.9 and 53.1 are new, and let Defined Cost and the final amount due be closed out on a clock rather than at the end of the job. Clause 60.1(21) moves project specific compensation events into Contract Data. Option W3 adds a Dispute Avoidance Board. The other fifteen provisions on these two pages carry the same obligation under a different number.

Procedures still written to NEC3 numbering? We will align them to NEC4 and to the mechanisms that actually bite.

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