



# Weightmans

**Assessing delay compensation:  
Best practice approaches and common pitfalls**

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## Introduction

Who we are:

- Tom is a Partner in the construction team. Tom specialises in all forms of construction disputes including claims for extensions of time, loss and expense, final account disputes and defective works.
- Natasha is a Solicitor within the construction team. She specialises in both contentious and non-contentious work for a variety of private and public sector clients.

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## What is delay?

- Common occurrence on projects
- Term “*delay*” lacks a technical meaning and is not defined by any standard form contracts
- Oxford dictionary meaning:
  - Make (someone or something) late or slow
  - Postpone or defer (an action)
  - A period of time by which something is late or postponed

## What is delay?

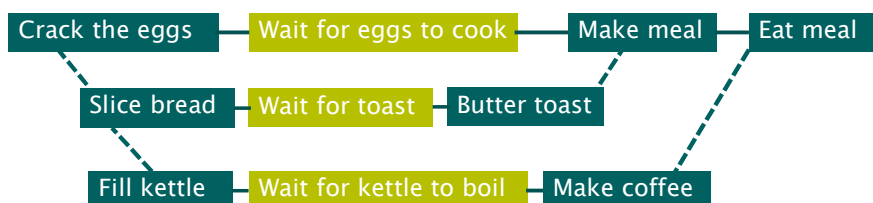
- In the context of construction: general delay = activity taking longer than planned
  - An incident that postpones the planned start of an activity / element of work; and/or
  - An incident that extends an activity / element of work beyond the originally planned date
- Query whether a delay incident only affects an activity / element of work or if it also affects overall completion of the Works – non-critical versus critical delay
- Contrast “*disruption*” – an incident that makes a particular activity / element of work more difficult and/or non-critical delay

## What is delay?

- Four types: natural (no-fault) causes, client fault, contractor fault and concurrent delays
  - Parties will often attempt to allocate responsibility for natural (no-fault) causes
- Not all project delays will cause delay to the completion date
- Important to distinguish between critical and general (non-critical) delays
- General/non-critical delays may still be relevant for disruption claims

## What is delay?

- Critical delay = extends the overall project duration and the completion date
- Fact sensitive: the critical path (i.e. route which represents a project's bottleneck) will be logically assessed and the status of critical/non-critical will likely change as the works progress



## Delay events

- General commercial contracts can make “*time of the essence*” i.e. performance is necessary and an essential contractual obligation
- This does not practically work for the construction industry as performance is dependant on too many factors
- Therefore, contracts generally include a completion date but with a contractual mechanism for the construction period to be extended – prevents “*time becoming at large*” i.e. required to complete within a reasonable time period

## Delay events

- If the construction period has to be extended due to a delay that is not the contractor’s fault = extension of time or EOT claim
- Based on the prevention principle that no party can benefit from its own breach of contract
- For example:
  - A client cannot hold a contractor to a completion date (and impose LADs) when the client itself has prevented completion
  - If there is no contractual mechanism for delay then the client is not entitled to require the contractor to complete the works by the original completion date and no means for fixing a revised date
  - So time would become at large – completion within a reasonable time

**Delay events**

- Where time is at large, there is no longer a fixed date from which LADs can run from – client will lose its right to claim
- BUT: contractor is not relieved of all liability if they fail to complete within a reasonable time
  
- A client’s claim for general damages can cause difficulties for both parties:
  - What is a ‘reasonable time’ will be debatable;
  - Can only recover actual proven loss arising as a result of delay;
  - Arguably may be limited by the rate of LADs.
  
- An extension of time mechanism avoids an act of prevention and associated problems

**Delay events**

Event / Matter	JCT: Relevant Events/Matters	NEC: Compensation Events
Compliance with instructions	–under 2.13 (inadequacy, discrepancy, divergence between ERs, CPs, instructions, etc.) –under 3.10 (postponement of work) –under 3.11 (Provisional Sums) –under 3.12 and 3.13 for opening up for inspection or testing –under 3.15 relating to fossils and antiquities	–Clause 60.1 (1) The Project Manager gives an instruction changing the Works Information except: –a change made in order to accept a Defect or –a change to the Works Information provided by the Contractor for his design which is made either at his request or to comply with other Works Information provided by the Employer. –Clause 60.1 (4) The Project Manager gives an instruction to stop or not to start any work or to change a Key Date. –Clause 60.1 (8) The Project Manager or the Supervisor changes a decision which he has previously communicated to the Contractor. –Instructions not necessarily lead to a compensation event, eg clause 18.1 – Project Manager gives an instruction resolving an ambiguity or consistency. Only a compensation event if under clause 60.1.



## Delay events

Event / Matter	JCT: Relevant Events/Matters	NEC: Compensation Events
Employer Delay/Late Instructions	<p>-under 4.21.5 – Impediment, prevention, default by an act or omission of Employer or any Employer's Persons (except to the extent caused by or contributed to by an act or omission of Contractor (or any Contractor's Persons))</p> <p>Note: this is very wide. Potentially overlaps other events therefore alternative claims are possible</p>	<p>-Clause 60.1 (3) The <i>Employer</i> does not provide something which he is to provide by the date for providing it shown on the Accepted Programme.</p> <p>-Clause 60.1 (5) The <i>Employer</i> or Others</p> <ul style="list-style-type: none"> <li>▪ do not work within the times shown on the Accepted Programme,</li> <li>▪ do not work within the conditions stated in the Works Information or</li> <li>▪ carry out work on the Site that is not stated in the Works Information.</li> </ul> <p>-Clause 60.1 (6) The <i>Project Manager</i> or the <i>Supervisor</i> does not reply to a communication from the <i>Contractor</i> within the period required by this contract.</p> <p>-Clause 60.1 (18) A breach of contract by the <i>Employer</i></p>



## Delay events

Event / Matter	JCT: Relevant Events/Matters	NEC: Compensation Events
Labour/Materials Supply	<p>-Not a JCT "Relevant Event" in its own right</p> <p>-Strikes, lockouts may capture the trades engaged in the preparation, manufacture or transportation of any goods and materials required for the Works</p>	<p>-Clause 60.1(5) – see earlier. –Possibly 60.1 (19) – any event which neither party could prevent and which an experienced contractor would have judged to have such a small chance of occurring.....</p>
Physical Conditions	<p>-No specific "Relevant Event" for physical conditions.</p> <p>-Unamended JCT is silent on apportionment of risk for physical conditions. Arguably therefore Contractor's risk as he must deliver the Works</p>	<p>-Clause 60.1 (12) The <i>Contractor</i> encounters physical conditions which</p> <ul style="list-style-type: none"> <li>▪ are within the Site;</li> <li>▪ are not weather conditions and</li> <li>▪ an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for them.</li> </ul> <p>-Only the difference between the physical conditions encountered and those for which it would have been reasonable to have allowed is taken into account in assessing a compensation event.</p> <p>-Clause 60.1(7) The <i>Project Manager</i> gives an instruction for dealing with an object of value or of historical or other interest found within the Site.</p>

## Delay events

Event / Matter	JCT: Relevant Events/Matters	NEC: Compensation Events
Testing	<ul style="list-style-type: none"> <li>-Employer's instructions for opening up, inspection or testing under clauses 3.12 or 3.13</li> <li>-UNLESS such tests etc., show that the works, goods, materials are not in accordance with the contract</li> </ul>	<ul style="list-style-type: none"> <li>-Clause 60.1 (11) A test or inspection done by the <i>Supervisor</i> causes unnecessary delay.</li> <li>-Clause 60.1 (10) The <i>Supervisor</i> instructs the <i>Contractor</i> to search for a Defect and no Defect is found unless the search is needed only because the Contractor gave insufficient notice of doing work obstructing a required test or inspection.</li> </ul>
Access/Possession	<ul style="list-style-type: none"> <li>-under 2.26 – Deferment of possession is a Relevant Event</li> </ul>	<ul style="list-style-type: none"> <li>-Clause 60.1 (2) The <i>Employer</i> does not allow access to and use of a part of the Site by the later of its access date and the date shown on the Accepted Programme.</li> </ul>
Suspension	<ul style="list-style-type: none"> <li>Contractor's right to suspend under clause 4.11 when not paid. Exercise of statutory right</li> </ul>	<ul style="list-style-type: none"> <li>-Clause 60.1 (4) – The <i>Project Manager</i> gives an instruction to stop or not to start any work</li> <li>-Contractor suspension under Y2.4 – HGCRA right</li> </ul>

## Delay events

Event / Matter	JCT: Relevant Events/Matters	NEC: Compensation Events
Third Party Works	<ul style="list-style-type: none"> <li>-Carrying out of work by a Statutory Undertaker in pursuance of statutory duties regarding the Works (or a failure to carry out such work)</li> <li>-Note does not cover where Statutory Undertaker is commissioned by Employer (although this could instead involve prevention under 2.26.6)</li> </ul>	<ul style="list-style-type: none"> <li>-Clause 60.1 (5) The <i>Employer</i> or <i>Others</i> <ul style="list-style-type: none"> <li>▪ do not work within the times shown on the Accepted Programme,</li> <li>▪ do not work within the conditions stated in the Works Information or</li> <li>▪ carry out work on the Site that is not stated in the Works Information.</li> </ul> </li> <li>-Clause 11.2 (10) definition of <i>Others</i></li> </ul>
Authorities Delay	<ul style="list-style-type: none"> <li>2.26.6 –Delay in receipt of a permission or approval of a statutory body which Contractor has taken all practicable steps to avoid or reduce</li> </ul>	<ul style="list-style-type: none"> <li>-Clause 60.1 (5) The <i>Employer</i> or <i>Others</i> <ul style="list-style-type: none"> <li>▪ do not work within the times shown on the Accepted Programme,</li> <li>▪ do not work within the conditions stated in the Works Information or</li> <li>▪ carry out work on the Site that is not stated in the Works Information.</li> </ul> </li> <li>-Clause 11.2 (10) definition of <i>Others</i> .</li> <li>-Clause (19) – see above – preventative acts may be relevant here.</li> </ul>

## Delay events

Event / Matter	JCT: Relevant Events/Matters	NEC: Compensation Events
Weather/Climate Conditions	<ul style="list-style-type: none"> <li>-Exceptionally adverse weather conditions</li> <li>-Must be exceptional and adverse. Weather expected at that time of year does not count</li> </ul>	<ul style="list-style-type: none"> <li>- Clause 60.1 (13) A weather measurement is recorded <ul style="list-style-type: none"> <li>▪ within a calendar month,</li> <li>▪ before the Completion Date for the whole of the works and</li> <li>▪ at the place stated in the Contract Data</li> </ul> </li> <li>the value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.</li> </ul>
Terrorism	Civil commotion or use/threat of terrorism and/or activities of relevant authorities in dealing with the same	<ul style="list-style-type: none"> <li>-Clause 60.1 (19) - acts of prevention (see above).</li> <li>-Clause 60.1 (14) - <i>Employer's</i> risks - see clause 80.1 and war, civil war, rebellion, revolution, insurrection, military or usurped power</li> </ul>

## Delay events

Event / Matter	JCT: Relevant Events/Matters	NEC: Compensation Events
Strike	Strike, lock out or local combination or workmen affecting any trades employed upon the Works or any trades engaged in preparation, manufacture or transportation of any goods or materials required for the Works or any persons engaged in the preparation of the design for the Works	<ul style="list-style-type: none"> <li>-Clause 60.1 (14) - <i>Employer's</i> risks - and clause 80.1 - strikes, riots and civil commotion not confined to the <i>Contractor's</i> employees</li> <li>-Potentially acts of prevention under clause 60.1(19) - see above.</li> </ul>
Specified Perils	Loss or damage occasioned by any of the Specified Perils	<ul style="list-style-type: none"> <li>-Terminology not used.</li> <li>-Acts of prevention, perhaps. Weather, perhaps. Some Employer's risks : See above.</li> </ul>
Statutory Requirements	Exercise after the Base Date by the United Kingdom Government of any statutory power which directly affects the execution of the Works	-Option X2.1 : change in the law in which the Site is located if it occurs after the Contract Date
Permissions/Approvals	Delay in receipt of any necessary permission or approval of any statutory body which Contractor has taken all practicable steps to avoid or reduce	See above regarding delays by Authorities



## Delay events

Event / Matter	JCT: Relevant Events/Matters	NEC: Compensation Events
Force Majeure	Force majeure (not a defined term)	-No separate clause / definition. -Acts of prevention : clause 60.1 (19). See above.
Other	-Changes -No catch-all but events are numerous and some are widely drafted (e.g. prevention)	-Clause 60.1 (6) The <i>Project Manager</i> or <i>Supervisor</i> do not reply to a communication from the <i>Contractor</i> -Clause 60.1 (8) The <i>Project Manager</i> or <i>Supervisor</i> change a decision previously communicated to the <i>Contractor</i> -Clause 60.1 (9) The <i>Project Manager</i> withholds an acceptance (other than acceptance of a quotation for acceleration or for not correcting a Defect) for a reason not stated in this contract -Remember to check the X options

## Delay events

- Overall there is a difference in the risk profile:
  - JCT suite of contracts impose more risk on the contractor
  - NEC suite of contracts incorporate many more but the client only pays for risks that occur

## Notice requirements

Under JCT 2016 DB: Cl. 2.24:

*“.1 If and whenever it becomes reasonably apparent that the progress of the Works...is likely to be delayed the Contractor shall forthwith give notice to the Employer of the material circumstances, including the cause or causes of delay and identify in the notice any event which ...is a Relevant Event.*

*.2 In respect of each event identified in the notice...in such notice or...as soon as possible thereafter, give particulars of its expected effect including an estimate of any expected delay in completion of the Works or any Section...*

*.3 ...notice the Employer of any material change in the estimated delay or in any other particulars and supply such further information ...”*

## Notice requirements

- If the contract administrator accepts that the delay was caused by a Relevant Event, then they may grant an extension of time and the completion date is adjusted.
- Not expressly stated to be a condition precedent so failure to serve is not a bar to an EOT claim.
- However, failure to provide the required notice(s) will still amount to a breach of contract and might reduce the EOT entitlement by denying the client the ability to mitigate delay.

## Notice requirements

Under NEC4 ECC: Cl. 61.3

*“The Contractor notifies the Project Manager of an event which has happened or which is expected to happen as a compensation event...”*

*If the Contractor does not notify a compensation event within eight weeks of becoming aware of the event, the Prices, the Completion Date or a Key Date are not changed unless the event arises from the Project Manager or the Supervisor giving an instruction or notification, issuing a certificate or changing an earlier decision.”*

## Notice requirements

- Notice interpreted as a condition precedent to an award, so a contractor’s failure to issue the required notice may have drastic consequences
- Comply with procedural requirements otherwise potential bar to EOT claim

## Response to Notice: JCT Time Period and Requirements

- JCT: clauses 2.23–2.26
  - Client notifies Contractor of his decision ASAP and in any event within 12 weeks of receipt of “required particulars”. If the period from receipt to the Completion Date is less than 12 weeks, Employer endeavours to notify before the Completion Date (cl. 2.25.2)
  - Client states in his decision the extension of time attributed to each Relevant Event / reduction in time for each Relevant Omission

## Response to Notice: JCT Time Period and Requirements (continued)

- *Temloc -v- Errill* (1988) – In contrast, the Client’s decision does not appear to be a condition precedent – Architect’s failure to review within 12 weeks did not invalidate LADs.

## Response to Notice: NEC Time Period and Requirements

- NEC
  - Clause 62.1 – After discussing with the *Contractor* different ways of dealing with the compensation event which are practicable, the *Project Manager* may instruct the *Contractor* to submit alternative quotations. The *Contractor* submits the required quotations to the *Project Manager* and may submit quotations for other methods of dealing with the compensation event which he considers practicable.
  - Clause 62.6 – If the *Project Manager* does not reply to a quotation within the time allowed the *Contractor* may notify the *Project Manager* to this effect. If the *Contractor* submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the *Project Manager* does not reply to the notification within two weeks, and unless the quotation is for a proposed instruction or a proposed changed decision the *Contractor's* notification is treated as acceptance of the quotation by the *Project Manager*.

## Response to Notice: NEC Time Period and Requirements (continued)

- Clause 63.3 – A delay to the Completion Date is assessed as the length of time that, due to the compensation event, planned Completion is later than planned Completion as shown on the Accepted Programme. A delay to a Key Date is assessed as the length of time that, due to the compensation event, the planned date when the Condition stated for a Key Date will be met is later than the date shown on the Accepted Programme.
- Clause 63.4 – The rights of the *Employer* and the *Contractor* to changes to the Prices, the Completion Date and the Key Dates are their only rights in respect of the compensation event.
- Clause 63.5 – If the *Project Manager* has notified the *Contractor* of his decision that the *Contractor* did not give an early warning of a compensation event which experienced contractor could have given, the event is assessed as if the *Contractor* had given early warning.

## Response to Notice: NEC Time Period and Requirements (continued)

- NEC
  - Clause 64.1 – The Project Manager assesses a compensation event if:
    - the Contractor has not submitted a quotation and details of his assessment within the time allowed,
    - the Project Manager decides that the Contractor has not assessed the compensation event correctly in a quotation and he does not instruct the Contractor to submit a revised quotation,
    - when the Contractor submits quotations for a compensation event, the Project Manager has not accepted the Contractor's latest programme for one of the reasons stated in this contract.

## EOT: Method of Assessment

- Assessment = an exercise of judgment by the CA which must be fair and reasonable.
- John Barker Construction Ltd v London Portman Hotel Ltd
  - What is fair and reasonable?
  - (i) apply any relevant provisions of the building contract;
  - (ii) make a logical and methodical analysis of the effect on programme; and
  - (iii) conduct a calculation of the relevant critical delay.

## EOT: JCT Method of Assessment

- JCT Clause 2.25.1

*“If on receiving a notice and particulars under clause 2.24: Any of the events which are stated to be a cause of delay is a Relevant Event.....and completion of the Works is likely to be delayed...then,.....the Employer shall give an extension of time by fixing such later date as the Completion Date for the Works or Section as he then estimates to be fair and reasonable.”*

Fair and reasonable is influenced by the respective contract administrator.

## EOT: NEC Method of Assessment

- Clause 64.2 – The Project Manager assesses a compensation event using his own assessment of the programme for the remaining work if
  - there is no Accepted Programme or
  - the Contractor has not submitted a programme or alterations to a programme for acceptance as required by this contract.

## EOT: NEC Method of Assessment (continued)

- Clause 64.3 – The Project Manager notifies the Contractor of his assessment of a compensation event and gives him details of it within the period allowed for the Contractor's submission of his quotation for the same event. This period starts when the need for the Project Manager's assessment becomes apparent.
- Clause 64.4 – If the Project Manager does not assess a compensation event within the time allowed, the Contractor may notify the Project Manager to this effect. If the Contractor submitted more than one quotation for the compensation event, he states in his notification which quotation he proposes is to be accepted. If the Project Manager does not reply within two weeks of this notification the notification is treated as acceptance of the Contractor's quotation by the Project Manager.

## Concurrent delay

- In construction, concurrent delay means two or more events that are critical (i.e. driving completion) and are existing or happening at the same time.
- Concurrent delay can be defined as a period of project overrun which is caused by two or more effective causes of delay which are of approximately equal causative potency.
- It does not matter if the causes are simultaneous or sequential – focus on the effects, i.e. the duration, actual delay caused.
- EOT: Unless expressly stated otherwise, a contractor is entitled to an EOT in the event of concurrent delay (*Malmaison Hotel*).



## Concurrent Delay

- Apportionment: (*City Inn Ltd v Shepherd Construction Ltd, House of the Court of Session in Scotland*) In the context of a JCT contract, concurrent causes of delay should be apportioned between the Relevant Events and the contractor's risk events.
- Scottish Court of Session placed too much emphasis on carrying out a fair and reasonable assessment.
- English law: General rule: contractor gets time but not money.

## Concurrent Delay

- Loss and expense: Unable to satisfy the test of causation in the event of concurrent delay.
- Strategic defence for either party – battle between EOT claim and application of LADs.
- But complex and often no contractual guidance for making an assessment. Important to keep records – consider critical path analysis.

## Concurrent delay

### Example: North Midland Building Ltd v Cyden Homes Ltd

- Considered an amended JCT D&B 2005 contract in respect of concurrent delay.
- Clause 2.25.1.3 was amended to include the following:  
*“(b) any delay caused by a Relevant Event which is concurrent with another delay for which the Contractor is responsible shall not be taken into account.”*
- In effect, the parties agreed that concurrent delay would not entitle the Contractor to an EOT, even if one of the delay events was an act of prevention by the Client.

## Concurrent Delay

- NM claimed 6 months EOT. CH allowed 9 days due to concurrent delay.
- NM sought court declaration that clause void on the basis that it offended the prevention principle and so would make time at large.
- Court of Appeal held clause to be valid and unambiguous. It confirmed that the prevention principle operates as an implied terms which can be excluded by an express term of the contract. May proceed to Supreme Court.

## Subcontractor Negligence

- What if the delay is caused by sub-contractor negligence?
- JCT D&B 2016 – Clause 3.3: “...In no case shall any such consent or any sub-contracting in any way affect the Contractor’s obligations under any other provision of this Contract.”
- NEC4 – Clause 26: “If the *Contractor* subcontracts work, he is responsible for Providing the Works as if he had not subcontracted. The contract applies as if a Subcontractor’s employees and equipment were the *Contractor’s*.”

## Subcontractor Negligence

- Therefore, the Contractor is fully responsible for its subcontractors and takes responsibility for any delay that they cause.
- The Contractor may however be able to recover its liability for delay from the subcontractor. In any such claim, the critical path principles discussed earlier will apply.
- Usually, Contractors will provide for general damages under their subcontracts because:
  - It would be difficult to apportion liquidated damages across the broad scope of subcontractors; and
  - Proving liquidated damages is not as difficult as actual losses because they are triggered and specified.

## Global claims

- Contractors sometimes make a “global claim” by rolling together a number of different delay events into a single claim
- SCL Delay and Disruption Protocol, 2nd edition, defines a global claim as:

*“one in which the Contractor seeks compensation for a group of Employer Risk Events but does not or cannot demonstrate a direct link between the loss incurred and the individual Employer Risk Events.”*

## Global claims

- Cumulative effect resulting in a single total delay and/or cost without attributing specific delay and/or costs to specific events
- Not always favoured by court – can ignore other reasons for delay
- Burden of proof on employer to carry out detailed assessment
- Sometimes no other option BUT better to be specific rather than generic with supporting records



### SCL Delay and Disruption Protocol (Rev. 2)

- Protocol has no force of law (unless adopted into a contract) but used as benchmark for delay analysis
- Contemporary evaluation is preferred (core principle 4) but no one form of delay analysis is preferred
- Instead now sets out the criteria for selecting the most appropriate form



### SCL Delay and Disruption Protocol (Rev. 2)

Method of Analysis	Analysis Type	Critical Path Determined	Delay Impact Determined	Requires
Impacted As-Planned Analysis	Cause & Effect	Prospectively	Prospectively	<ul style="list-style-type: none"> <li>• Logic linked baseline programme.</li> <li>• A selection of delay events to be modelled.</li> </ul>
Time Impact Analysis	Cause & Effect	Contemporaneously	Prospectively	<ul style="list-style-type: none"> <li>• Logic linked baseline programme.</li> <li>• Update programmes or progress information with which to update the baseline programme.</li> <li>• A selection of delay events to be modelled.</li> </ul>
Time Slice Windows Analysis	Effect & Cause	Contemporaneously	Retrospectively	<ul style="list-style-type: none"> <li>• Logic linked baseline programme.</li> <li>• Update programmes or progress information with which to update the baseline programme.</li> </ul>
As-Planned versus As-Built Windows Analysis	Effect & Cause	Contemporaneously	Retrospectively	<ul style="list-style-type: none"> <li>• Baseline programme.</li> <li>• As-built data.</li> </ul>
Retrospective Longest Path Analysis	Effect & Cause	Retrospectively	Retrospectively	<ul style="list-style-type: none"> <li>• Baseline Programme.</li> <li>• As-built programme.</li> </ul>
Collapsed As-Built Analysis	Cause & Effect	Retrospectively	Retrospectively	<ul style="list-style-type: none"> <li>• Logic linked as-built programme.</li> <li>• A selection of delay events to be modelled.</li> </ul>

### Section 11.5

## Summary

- Assessing delay claims:
  - What is the delaying event?
  - When did it occur and when would it reasonably become apparent?
  - When was notice given? Note:
    - Condition precedent of 8 weeks under NEC4
    - No condition precedent but denies Employer ability to mitigate under JCT
  - Is the event a Relevant Event or Compensation Event? If not, no extension of time. (NOTE: Might still be able to claim loss and/or expense.)
  - What is the effect of the event – crucially, does it affect the **critical path**? If not, not extension of time.

## Summary

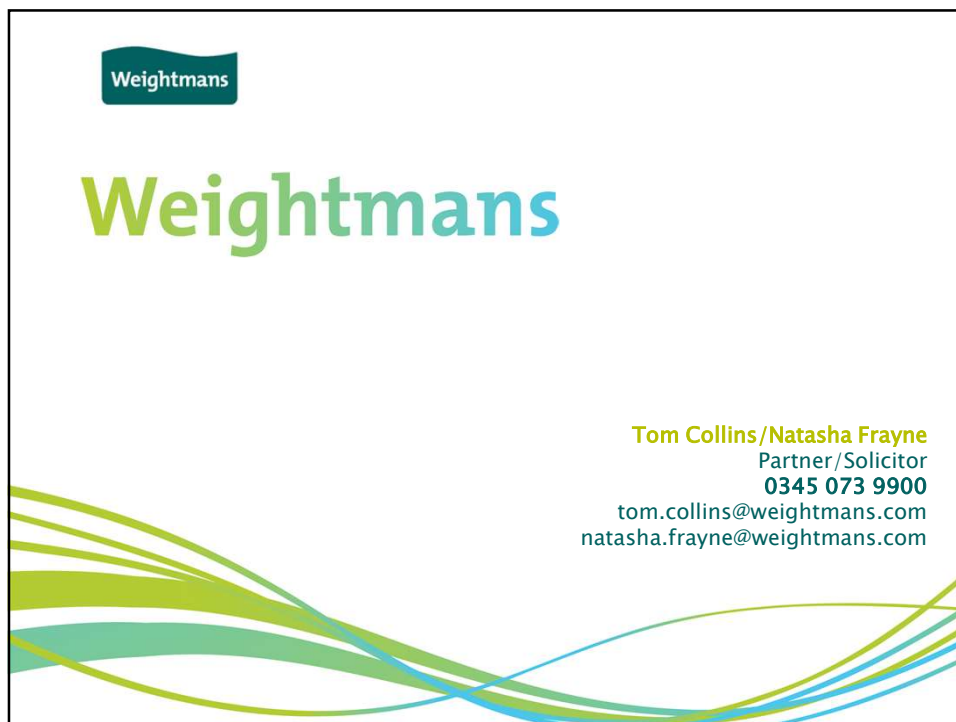
- What is a fair and reasonable extension of time in the circumstances?
  - Programme requirements of contract may impact upon ability to assess.
    - JCT D&B 2016 requires initial programme but no updating requirement. → might make assessing delay more difficult.
    - NEC4 ECC requires initial programme and routine updating, including for delay. → assessing delay is probably easier.

## Summary

- Concurrent delay
  - In reality, rarely occurs.
  - Generally, Contractor gets time but not money, but parties can alter this.
- Global claims
  - Not barred but challenges.
- SCL Protocol
  - Not legally binding.
  - But useful guide to delay analysis techniques that may be used to assess delays/extensions of time during project – particularly as these are methods used in the case of disputes.

## Q&A

- Any questions?



The image shows a business card for Weightmans. At the top left is the Weightmans logo, which consists of the word "Weightmans" in white text on a dark teal rectangular background. Below the logo, the word "Weightmans" is written in a large, bold, sans-serif font, with "Weight" in green and "mans" in blue. To the right of the main logo, the contact information for Tom Collins/Natasha Frayne is listed in a smaller, bold, sans-serif font. The text is arranged in four lines: "Tom Collins/Natasha Frayne", "Partner/Solicitor", "0345 073 9900", and two email addresses: "tom.collins@weightmans.com" and "natasha.frayne@weightmans.com". The bottom of the card features a decorative graphic of several overlapping, wavy lines in shades of green and blue, flowing from left to right.

**Weightmans**

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**Tom Collins/Natasha Frayne**  
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