



JCT 2016 Intermediate Contract Delay and Extension of Time Flowchart

Are the Contractor's Works are delayed or likely to be delayed?

Each and every time the Works are delayed, or likely to be delayed, the Contractor must give a written notice of that delay to the Architect / Contract Administrator.

The consequences of not giving a notice on time could mean the loss of entitlement to a full extension of time or extended preliminaries. The Contractor might also be liable for delays which have been caused by its failure to notify a delay to the Architect/Contract Administrator

The Contractor must use his "best endeavours" to prevent delay, and do anything reasonably required by the Architect/Contract Administrator to proceed with the Works.

The Contractor is not required to incur unreasonable costs in accelerating the Works. Any loss suffered may be claimable as loss and expense.

Each notice should contain the cause of each delay.

This is all the information the Contractor is **required** to give, under the Intermediate Building Contract – but the Contractor should also aim to give the following: **What the effect of the delay is, whether the cause is a Relevant Event and an estimate of delay to completion**. This is because the Architect/Contract Administrator will expect to receive this information anyway, as per the next step.

The Contractor should also provide any further information required by the Architect/Contract Administrator which is "*reasonably necessary for the purposes of this clause 2.19*" - that is, for notifying delay or assessing an extension of time.

The Architect/Contract Administrator should then assess:
(1) if completion is delayed (or likely to be delayed) and
(2) whether the cause of the delay is a Relevant Event (Relevant Events are listed at Clause 2.20)

If there is a delay to completion caused by a Relevant Event, then the Architect/Contract Administrator must give a notice in writing setting out a "fair and reasonable" extension of time. The notice should be given as soon as the Architect/CA is able to estimate the length of the delay to the completion date. If the Architect/Contract Administrator does not consider that completion is delayed or that the cause was a Relevant Event, he does not have to give a notice stating this.