

Contract Review

Findings Report

Prepared for	Marlow Drylining Ltd, for the attention of S. Marlow, Managing Director
Project	Riverside Phase 2, 118 apartments, London SE1
Contract	JCT Standard Building Sub-Contract with sub-contractor's design (SBCSub/D) 2016, as amended. Offered by Acme Construction Ltd, unexecuted
Our reference	26-004-R01
Date	14 August 2026
Status	Final

Worked example. The project, the parties and every figure are illustrative, shown so you can see the format and depth a real instruction receives.

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1. Your instruction

You have been offered a drylining and partitions subcontract on Riverside Phase 2 at a subcontract sum of £1,842,000, on Acme's amended JCT SBCSub/D 2016. You told me the terms "look standard" but the schedule of amendments runs to 14 pages, works are wanted on site within three weeks, and you asked me to tell you what the contract actually commits you to before you sign it.

The instruction was confirmed in writing on 8 August 2026, against the fee proposal referenced 26-004.

2. Scope, and what this report relies on

The agreed scope: a commercial review of the whole subcontract as offered, a plain-English findings report, and a schedule of amendments with a fallback position on each item. Excluded: legal advice, delay analysis, and any opinion on the works' technical design.

Documents relied on. Every document this report rests on, as provided. Documents are relied on as received.

Ref	Document	From	Dated / received
A	Subcontract SBCSub/D 2016, unexecuted, with Sub- Contract Particulars	Acme Construction Ltd	4 August 2026
B	Schedule of Amendments, rev C, 14 pages	Acme Construction Ltd	4 August 2026
C	Your tender, ref MDL-T-118, and two clarification emails	Marlow Drylining	7 August 2026
D	Programme rev 4, referenced in the Particulars	Acme Construction Ltd	7 August 2026

3. What I did

Step	What was done, and against what
1	Every clause read commercially (payment, programme, damages, variations, notices, retention, design), with each amendment measured against the unamended clause it replaces
2	The payment mechanism tested against the Housing Grants, Construction and Regeneration Act 1996, as amended
3	Every time bar and condition precedent listed, with what each one kills if missed
4	Each finding given its verdict and its proposed amendment, carried into the schedule of amendments issued with this report

4. Findings: every item, its verdict and the fix

Verdicts: stands (accept as drafted), negotiate (amendment proposed in the schedule), or refuse (do not sign with this in it, for the reasons shown).

Ref	Finding	Verdict	Where	What it does
F1	Pay less notice period against you cut to 2 days before the final date, a fraction of the unamended period	Negotiate	Amendment 6.3	Two days to answer a deduction, over a weekend cycle often zero working days
F2	Final date for payment moved to 45 days from the due date	Negotiate	Amendment 6.1	Each cycle's cash arrives roughly three weeks later than the unamended form intends
F3	Set-off widened to sums "due under this or any other contract" with Acme	Refuse	Amendment 6.7	A dispute on another Acme job can be taken out of this one's certificates
F4	Retention 5%, no cap; second moiety released on making good under the main contract	Negotiate	Particulars item 10; Amendment 9.2	Release depends on works you did not build, on a date you cannot see or control

Ref	Finding	Verdict	Where	What it does
F5	Loss and expense made conditional on notice within 7 days of the event first becoming apparent	Negotiate	Amendment 8.4	A condition precedent: the money right dies quietly on day 8, however good the claim
F6	Design obligation amended from reasonable skill and care to fitness for purpose	Refuse	Amendment 3.1	A warranty your professional indemnity insurance will almost certainly not cover. Check with your broker before any concession here
F7	Programme rev 4 made a contract document	Negotiate	Recitals amendment	Every programme change becomes a potential breach argument; ask for it to be for information
F8	Payment mechanism otherwise Act-compliant; due dates, application dates and interest as the unamended form provides	Stands	Unamended payment provisions	No change needed. Worth knowing it is clean, so the argument stays on F1 to F7

Taken together. This is a signable subcontract if F3 and F6 move and the notice periods in F1 and F5 are widened. Signed as drafted, the combination of F1, F3 and F5 means a deduction can land with no realistic window to answer it, be funded from another job's money, and the compensating claim be time-barred within a week. Each clause is lawful alone; together they are expensive.

5. What this means, and what happens next

Action	Owner	By
Schedule of amendments (issued with this report) put to Acme, F3 and F6 first	You, with my drafted covering email	18 August 2026
Broker asked whether fitness for purpose is insurable at all (F6)	You	18 August 2026
Fallback positions held in the schedule if Acme push back	Me, round by round	As rounds arrive

Deadlines. None run yet; nothing is signed. The three-week site start pressure is commercial, not contractual, and signing a 14-page schedule of amendments unread to meet it would cost more than a week's delay ever will.

6. Basis of figures, and tools used

Figure	Source and build-up	Where it appears
£1,842,000	Sub-Contract Particulars, document A	Cover; section 1
"three weeks later"	45-day final date under amendment 6.1, against the unamended form's materially earlier date	F2

Assumptions. None were needed. Every finding reads off documents A to D.

Working tools. The review ran against the practice's contract review checklist, and the schedule of amendments issued with this report uses the negotiation matrix format, so each round of Acme's responses can be recorded against it. Both tools are from the same suite published free at jackbutlerkettle.com.

Sign-off

Prepared, checked and issued by:

Jack Butler-Kettle	Date
Quantity Surveyor & Claims Consultant	

Commercial and contractual opinion only, not legal advice. Worked example: figures illustrative.