

PRACTICAL GUIDELINE

Managing Delay and Disruption on Construction Projects

A working summary of the SCL Delay and Disruption Protocol, 2nd Edition (February 2017)

How to use this guideline

This is a condensed, practical reading of the Society of Construction Law (SCL) Delay and Disruption Protocol. It is organised by project phase so it can be used as a working reference: set-up, handling delay events, assessing money, and analysing claims after the event.

The Protocol is **not a contract document** and does not override the contract or the governing law. It focuses on UK, and in particular English law, practice. Where this guideline says "should", it reflects the Protocol's recommendation, not a legal rule. It is not legal advice; take professional advice on specific claims and check for case law since 2017.

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1. The Protocol at a glance

The Protocol aims to help parties resolve extension of time (EOT) and compensation issues as the project runs, so that they do not turn into disputes later. It sets out 22 Core Principles. In practice they reduce to the following rules of thumb.

1. **Agree records and programme rules up front.** Good records and a properly maintained programme are the foundation of every later claim or defence.
2. **Follow the contract's notice and claim procedure to the letter,** and give notice of delay as early as possible whatever the contract says.
3. **Deal with delay as it happens.** Apply for, and assess, EOTs close in time to the delay event. "Wait and see" is discouraged.
4. **An EOT is only due where an Employer Risk Event hits the critical path** and is predicted to push out the contract completion date.
5. **EOT does not automatically mean money.** Time and compensation are claimed under separate provisions and can have different outcomes.
6. **Contractor delay does not reduce the EOT** where it runs concurrently with a critical Employer delay, but concurrent delay generally blocks recovery of delay costs unless the costs can be separated.
7. **Prolongation compensation is actual cost,** assessed for the period when the effect was felt, not a tender-based estimate.
8. **Disruption claims need a real productivity analysis.** The measured mile is preferred where records allow.
9. **Global claims are risky and discouraged.** Substantiate cause and effect wherever possible.
10. **Agree variations' full time and cost effect early,** rather than leaving it to a final account.

2. Key concepts

The Protocol stresses that delay and disruption are different things with different evidence and remedies, although they overlap.

Concept	What it means in practice
Delay	Work taking longer than planned; the Protocol's main concern is delay to completion (critical delay). Analysed by looking at time . Supports an EOT, relief from liquidated damages (LDs) and time-related costs.
Disruption	Interference with the Contractor's planned working methods that lowers productivity, whether or not the activity is critical. Analysed by looking at productivity . Supports a claim for the cost of lost productivity.
EOT	Relieves the Contractor of LDs up to the new completion date and resets the date for the Employer, preventing time becoming "at large". It does not itself confer compensation.
Employer Risk Event	A cause of delay for which the Employer bears risk under the contract (for example a variation, late access or breach). Only these can support an EOT. Some are non-compensable (for example exceptional weather): time but no money.
Contractor Risk Event	A cause of delay for which the Contractor bears risk. These never earn an EOT or compensation.
Critical path / float	The critical path is the longest chain of activities determining the completion date. Float is the time an activity can slip without delaying completion. Activities with the least float are generally critical.

Concept	What it means in practice
Mitigation vs acceleration	Mitigation is lessening delay, disruption or cost. Acceleration is the subset that costs extra to recover time. The general duty to mitigate does not require the Contractor to spend extra money.
Concurrent delay	An Employer Risk Event and a Contractor Risk Event that are each an effective cause of delay to completion, with effects felt at the same time (see section 5).

Every claim must state its basis

Delay, disruption and acceleration are not causes of action in themselves. A claim document must identify the legal or contractual basis for entitlement, explain the cause of the delay or disruption, and state the remedy sought. Where both delay and disruption claims are made, take care to avoid recovering the same cost twice.

3. Phase 1: Project set-up (records and programme)

3.1 Agree a record-keeping regime

Ideally this is documented before the contract is signed, or at least at the start of the works, and proportionate to the project. The Employer should price record-keeping requirements into the tender documents; extra requirements added later may be a variation.

Agree and document:

- which records are produced, and what they contain;
- who produces and who checks them, and how often;
- the distribution list, format, ownership and storage/access arrangements.

Six categories of records (Appendix B of the Protocol lists examples):

Category	Typical content	Why it matters
Programme	Tender, proposed, Accepted and Updated programmes; revised and look-ahead programmes; programme narratives	Records the plan and how it changed
Progress	Daily/weekly site reports, obstruction logs, area handovers, inspection and test records, photos, procurement and delivery records	Proves what was done, when, and what impeded it
Resource	Daily labour and plant allocation by area, equipment active/inactive status, materials delivery logs	Needed to prove time and cost entitlement and productivity
Costs	Cost reports, payroll, timesheets, sub-contract and supplier records, head office financial records	Links cost to delay or disruption events
Correspondence and administration	Letters, notices, instructions, RFIs, submittals, meeting minutes, claims	Evidence of notices, instructions and causation
Contract and tender documents	Full contract set with amendments; tender build-up and assumptions	Shows entitlement and reasonableness of rates

Record-keeping rules of thumb

- Create records **contemporaneously**, not after the event, and match them to activities in the programme where possible.

- Progress, resource and cost records should record **facts only, with no opinion**, and ideally be signed by both Contractor and CA.
- Keep emails, programmes and spreadsheets with formulae in **native format**; keep other records as searchable PDF in a shared document management system.
- Give material communications a unique number and subject line, and **confirm important oral communications in writing**. Prepare material communications as numbered letters or keep key emails in a central numbered folder.
- Cross-check records and note the reasons for any inconsistencies.
- Retain records until the latest of the contract retention period, the end of the defects liability period, resolution of disputes, and any limitation period.
- The Employer should consider keeping its own independent records. Revisit the regime if circumstances change.
- Be aware of competition law and confidentiality when sharing cost data. Pre-agreeing rates (for example staff rates for Employer delay) can sidestep this.

3.2 Build and maintain the programme

A properly prepared, accepted and updated programme is the main tool for managing change and assessing EOT. The Protocol notes that standard forms of contract usually say too little about this, so the parties should agree the requirements in the contract.

Topic	Recommended practice
Form	Critical Path Method (CPM) programme in commercially available software specified in the contract; both Contractor and CA hold the software. Provide in native format , not only PDF.
Content	Show the critical path(s), all relevant activities and interfaces, and the information the Contractor needs from the Employer/CA, linked by logic rather than fixed dates . Every activity linked to a predecessor and a successor. Show key resources and read it with method statements and a programme narrative.
Activity length	As a guide, no activity or lag (other than summary activities) longer than 28 days, and ideally one trade or operation per activity. Rolling-wave programming is acceptable for later work.
Logic and constraints	Avoid excessive leads/lags and fixed-date or "zero float" constraints that stop the programme reacting to change; explain any that are unavoidable in the narrative. Show curing and similar non-work periods as activities where possible.
Submission and acceptance	Fixed time for submission after award or commencement. Contract should give a deemed acceptance if the CA does not respond in time. The CA should state which requirements are not met before rejecting. Resolve disagreements about the Accepted Programme immediately.
Effect of acceptance	Acceptance means the programme is a reasonable, realistic and achievable plan. It does not make the programme a contract document, require the works to follow it exactly, or warrant that it can be achieved. The Contractor controls method and sequence.
Updating	Update with actual progress at least monthly (more often on complex projects): actual start/finish dates, percentage complete, remaining durations, new or changed logic, suspensions. Provide a report of changes and reasons.
Version control	Never overwrite a programme version; archive each update as a separate file and send the native copy to the CA.

Topic	Recommended practice
Progress disputes	If the CA disagrees with reported progress, the CA's view prevails until overturned under the dispute provisions, but the Contractor's position should be recorded with the update.
Revised programmes	Where there is Contractor delay or variations, the Contractor should reasonably revise the remaining logic to meet the completion date, and the contract should allow the CA to require this. Accepting a revised programme is not a waiver of Contractor delay and not an instruction to accelerate at the Employer's cost.

4. Phase 2: Handling a delay event as it happens

4.1 Notice

Many standard forms make notice a **condition precedent** to entitlement. Comply with the contractual requirements for notices, particulars and substantiation. Whatever the contract says, the Contractor should notify the CA of any Employer delay as soon as possible, and the CA should likewise tell the Contractor early of Employer delays it knows about. Early notice lets everyone consider mitigation.

4.2 Step-by-step EOT procedure (time impact analysis)

The Protocol recommends this contemporaneous method while the project is running. It assumes good programme and records practice has been followed.

1. **Contractor submits an EOT application** promptly, with a sub-network (fragnet) showing the actual or anticipated effect of the event and how it links into the latest Updated Programme, plus supporting records. Claiming all apparent delay without demonstrating causation is not enough.
2. **CA checks the event first:** is it an Employer Risk Event under the contract? If not, say so promptly. If yes, continue.
3. **Bring the programme up to date** to just before the event, reflecting progress and all delays to that point, whether Employer or Contractor.
4. **Reflect realistic recovery plans:** modify the programme for the Contractor's reasonable, realistic and achievable plans to recover earlier delay (subject to CA acceptance). Correct any patently unreasonable logic, constraints or durations by agreement; failing that, the CA's view prevails pending dispute resolution.
5. **Insert the agreed fragnet** (prepared in the same software and manner as the Accepted Programme) and note the effect on the completion date.
6. **Sense-check** the result against contemporaneous evidence and common sense, and against the contract wording.
7. **CA decides within a reasonable time, and in any event within one month** of receiving the application, giving reasons for granting or refusing.
8. **Record any disagreement immediately** and, if not quickly resolved, use the contract's dispute resolution provisions. Do not leave EOT disputes to the end of the project.

Key rules for the CA

- Grant the EOT to the extent the event is **reasonably predicted** to prevent completion by the current completion date. It is not necessary that the event has started to affect progress or has ended.
- Do not approach the question as "does the Contractor need the EOT to avoid LDs?". The aim is to establish contractual entitlement.

- If the full effect is uncertain, grant the EOT for the **then predictable effect** and review at intervals. The EOT may be increased, but not reduced unless the contract expressly allows. Using incremental review to "wait and see" breaches the Protocol.
- If the Contractor's submission is inadequate, the CA should still assess it on the information it has (and, ideally, have contractual power to do so on its own initiative). Because an EOT is hard to withdraw, expect the minimum justifiable EOT in that situation.
- Where the Contractor has complied with its obligations, it should **not be prejudiced** by the CA's failure to assess the application.

Contract drafting point

A well-drafted EOT clause should cover acts of prevention and breach by the Employer (wording like "any other special circumstances" has been held not to), set out the consequence of procedural failure, and let the CA grant an EOT without an application. Otherwise the EOT mechanism can fail and time may become "at large".

5. Float and concurrent delay

5.1 Float

Where the contract is silent, the Protocol treats float as **not belonging exclusively to either party**. Therefore, where total float remains at the time of an Employer Risk Event, an EOT is due only to the extent that the Employer delay is predicted to use up all total float on the affected path and extend completion.

- The Contractor has **no EOT entitlement merely** because it is prevented from finishing early or because float on an activity is eroded (unless the contract says otherwise).
- The wording of the EOT clause matters. If an EOT is due only where the contract completion date is affected, float is used up first. If it is due whenever the Contractor's planned completion date moves, float is effectively the Contractor's. Silent or ambiguous clauses breed disputes, so the contract should say which applies.
- A Contractor wanting protection against its own delays should build **time risk allowance** into activity durations or show it as separate contingency activities.
- Be cautious relying on float values where the software uses multiple work calendars.

5.2 Concurrent delay

The Protocol distinguishes two situations and recommends a specific approach.

Situation	Protocol position
True concurrent delay: an Employer and a Contractor Risk Event occur at the same time and their effects are felt together. Rare; for example at commencement, where access is withheld but the Contractor has no resources mobilised.	Concurrency only matters if both events are effective causes of delay to completion (both critical), not merely incidental.
Common usage: events arise at different times but their effects overlap.	Same test applies. Analyse each event separately and strictly in the sequence in which they arose.
Employer event arises after a Contractor delay is already driving completion and would not push completion further than the Contractor delay already does.	Protocol recommends treating the Employer event as not causing delay to completion , so no concurrency and no EOT. (It cautions that this should be reconsidered if an appeal court takes a different view.)
Concurrency established	Contractor is entitled to the EOT for the Employer delay; the Contractor's delay does not reduce it. This is influenced by the English law prevention principle.

- Delay analysis is rarely precise to the day, so apply common sense and allow a margin of imprecision when deciding whether concurrency exists.
- An EOT does not excuse all earlier Contractor delay; it is simply added to the contract completion date.
- **Employer warning:** instructing a variation after the completion date, where lateness was caused by Contractor delay, can cost the Employer its LDs if the Contractor then accelerates at its own cost and the variation becomes the effective cause of delay.

6. Phase 3: Assessing compensation

6.1 EOT and money are separate

Entitlement to an EOT does not automatically create entitlement to compensation, and vice versa. Standard forms usually deal with each under different clauses, and some time-risk events (such as adverse weather) are non-compensable. Because EOT is often assessed prospectively and compensation retrospectively (on actual loss), the two assessments can legitimately produce different answers.

6.2 Prolongation costs

- Unless the contract provides otherwise, compensation is for **actual** work done, time taken and loss suffered. The objective is to put the Contractor where it would have been had the Employer Risk Event not occurred.
- It mainly comprises extended use of **time-related resources**, notably site overheads, but other recoverable losses may arise.
- Evaluate it for the period when the effect of the event was **felt**, not the extended period at the end of the contract.
- **Tender allowances have limited relevance** where recovery is based on actual cost. Inadequate allowances for site overheads in the tender do not cap recovery. They may be a reference point for variations, or a convenient rough guide if the parties agree.
- To avoid proof-of-loss arguments, the contract can fix an **agreed daily amount** for prolongation (the reverse of LDs), possibly varying by project stage.

6.3 Early completion

If the Employer delays a Contractor from finishing by its **planned** (earlier) completion date, the Contractor should in principle recover the directly caused costs, even though there is no EOT, but **only if** the Employer knew at contract signature of the intention to finish early and that intention was realistic and achievable. A Contractor cannot announce an early finish after contract and then claim for being prevented. The Protocol recommends that contracts address this question expressly. Recovery is normally limited to increased time-related resources directly affected, and is subject to concurrency.

6.4 Concurrent delay and money

Where Employer and Contractor delay to completion are concurrent, the Contractor can recover delay costs only if it can **separate** those caused by the Employer from those it would have incurred anyway. In most cases that means compensation only for the period by which the Employer delay exceeds the Contractor delay. Separating the two generally needs:

- an as-planned programme and as-planned critical path;
- an as-built programme and as-built critical path;

- identification of activities and periods outside the original scope, and which of them are at the Contractor's risk as to cost; and
- identification of the costs attributable to each.

6.5 Mitigation, pacing and acceleration

Topic	Protocol position
General duty to mitigate	The Contractor must take reasonable steps to minimise loss and must not take unreasonable steps that increase it. Absent express wording, it does not have to add resources, work outside planned hours or spend money, and need not carry out changes more efficiently than the original scope. If the Employer wants such measures, it should agree to pay. Note that JCT "best endeavours" wording may impose a higher burden.
Pacing	A Contractor may slow non-critical activities to match delayed critical ones. If it intends to, it should notify the Employer and CA with reasons .
Acceleration: contract provides for it	Pay according to the contract terms. The Contractor cannot be instructed to accelerate to reduce Employer delay unless the contract allows.
Acceleration: contract silent	Agree the basis of payment before starting and agree what records will be kept.
Constructive acceleration	Where a Contractor accelerates to avoid LDs because it believes an EOT was wrongly refused, it should first have the EOT dispute resolved under the contract, give notice with particulars of the intended measures, and include them in a revised programme. Otherwise it risks losing the compensation.
Accelerating and prolongation	No prolongation compensation for the period of Employer delay avoided by instructed or agreed acceleration. Acceleration costs should be tested against the prolongation costs they avoid, and crowding or fatigue may create a separate disruption claim.

6.6 Variations

- Where practicable, **pre-agree the total effect** of a variation: direct costs, time-related and disruption costs, EOT and programme revisions, ideally as a fixed price.
- Do not leave prolongation and disruption from many variations to the end of the contract. That tends to produce global claims. If not agreed in advance, agree them as soon as possible after the variation.
- Valuation generally follows contract rates where work is similar, adjusted rates where not, and fair rates (reasonable direct cost plus overheads and profit) where dissimilar. Under JCT forms, loss and expense from delay is ascertained separately from the variation's direct cost.

7. Disruption claims

Disruption is not a cause of action. Compensation is recoverable only to the extent the **contract permits or the law provides a basis**, so the claim must say what that basis is. The Contractor carries the burden of proving that disruption caused financial loss.

Principles

- The claim must show lost productivity over and above what would have occurred without the Employer-responsible events. **Disruption is not simply the gap between plan and actual.**
- Productivity loss from Contractor-side causes (poor supervision or planning, rework, poor sub-contractor coordination, over-optimistic tendering or errors) must be **excluded**.

- Original tender productivity assumptions are not automatically a realistic baseline. Unsupported percentage additions to tender productivity are not recommended.
- Focus is usually on direct labour and task-specific plant. Claims for indirect resources must show a link to the loss of productivity in the direct resources.
- Cumulative-impact claims (compounding effect of many disruption events) need particular care; they can be valid only if all causes are the Employer's responsibility and the loss genuinely cannot be separated.
- Compensation for variation-related disruption should be agreed in advance or as soon as possible afterwards. Other disruption is compensated at actual reasonable cost, plus reasonable profit if the contract allows.

Methods, in order of preference

Tier	Methods	Comment
1. Project-specific studies (most reliable)	Measured mile; earned value; programme analysis; work or trade sampling; system dynamics modelling	Measured mile is the most widely accepted: compare productivity on like activities in impacted vs unimpacted areas or periods. Compare like with like (for example avoid learning-curve periods), use a long enough baseline, and beware of too many adjustments. Earned value compares tender man-hours earned with hours actually used, and should not rely on flawed tender assumptions.
2. Project-comparison studies	Productivity compared with similar, undisrupted projects	For when project records are insufficient. Needs transparent, like-for-like comparator data.
3. Industry studies	Published factors (for example MCAA, CIOB, NECA, US Army Corps)	Use with caution: relevance must be shown, and they are open to criticism as theoretical.
Cost-based methods (least robust)	Estimated vs incurred labour or cost (including total cost formulae)	Persuasive only with evidence that tender estimates were realistic, costs reasonable, and Contractor-risk items excluded. Still amounts to a global claim. Unlikely to persuade where a productivity-based method is feasible.

Where proportionate, combining a productivity-based and a cost-based method gives useful cross-checking. Where disruption has caused delay (or vice versa), a delay analysis can also support the claim.

8. Global claims

A global (composite) claim bundles multiple events and total loss without linking each event to its cost. The Protocol discourages it, despite a more lenient trend in the courts.

- With proportionate records, the Contractor should normally be able to prove causal links; **poor records do not justify** a global claim.
- Only where distinguishing the financial consequences is genuinely impossible or impracticable should the Contractor use a **two-stage approach**: (a) quantify individually everything where causation can be shown; then (b) claim the remainder as a composite.
- The composite part must still identify the Employer Risk Events and the sums claimed with sufficient particularity. It is advisable to include a statement of the steps taken to particularise causation and why that proved impossible, and to show the loss would not have occurred anyway.

- A decision-maker need not dismiss a global claim out of hand, but is not required to do the Contractor's job of identifying events and quantifying their effect.

Risk

A global claim can **fail entirely** if a material part of the loss is shown to be caused by something the Employer is not responsible for and the value of that part cannot be assessed on the evidence. The same guidance applies to counterclaims and claims by other project participants.

9. Delay analysis after the event

If an EOT is assessed after completion, or long after the event, the prospective approach in section 4 may no longer suit. The overriding test is that conclusions must be **sound from a common-sense perspective**, particularly where the baseline programme could give anomalous results.

Choosing a method: criteria

There is no single preferred method in the 2nd edition. Select by reference to:

- the contract conditions and the nature of the causative events;
- the nature of the project, and proportionality to the value of the project or dispute;
- the time available and the forum where the assessment is made; and
- the quality and extent of the records and programme information available.

Method	Type	Critical path / delay impact	Needs	Notes
Impacted as-planned	Cause and effect	Prospective / prospective	Logic-linked baseline; selected delay events	Simplest and cheapest, but ignores actual progress. Suitable mainly where the contract requires it or events occur at the outset.
Time impact analysis	Cause and effect	Contemporaneous / prospective	Baseline; updates or progress data; delay events	Reflects the position when events arose. Complexity grows with the number of events. Beware mitigation concealed in updates.
Time slice windows	Effect and cause	Contemporaneous / retrospective	Baseline; reliable series of updates (often monthly)	Finds actual critical delay in each window, then investigates causes.
As-planned vs as-built windows	Effect and cause	Contemporaneous / retrospective	Baseline; as-built data	Less reliant on software; useful where programmes are weak or too few. Reasoning on criticality must be set out.
Retrospective longest path	Effect and cause	Retrospective / retrospective	Baseline; detailed as-built programme	Traces longest as-built path back from actual completion. Weak at recognising switches in the critical path.
Collapsed as-built (but-for)	Cause and effect	Retrospective / retrospective	Logic-linked as-built programme; delay events	Needs no baseline but a detailed as-built network is rare and time-consuming. Measures only incremental delay.

- **Effect and cause** methods are generally considered more forensically reliable after completion because they consider all potential causes of the delay.

- Critical path analysis does not have to depend on specialist software; practical analysis of facts, production or resource data can be more reliable on some projects.
- Other methods may be reasonable in the circumstances, including time chainage, line of balance, resource curve and earned value analysis.
- **Agree the method with the other party** before starting significant work. Failure to consult may count against a party when costs of a dispute are allocated.

10. Other financial heads of claim

10.1 Interest

- Bases: express contractual interest (a penal rate may be unenforceable); interest as damages or finance charges (the Contractor needs to show the loss was actually suffered; foreseeability is assumed in construction); and statutory interest (for example the Late Payment of Commercial Debts (Interest) Act 1998, Senior Courts Act 1981 s35A, Arbitration Act 1996 s49).
- Start date: generally the earliest date the principal sum could have become payable (the payment date of the certificate following the application for the loss or expense). Where there are no certificates, the Protocol recommends interest from **30 days after** the loss was suffered.

10.2 Head office overheads and profit

- **Dedicated** overheads can be evidenced from records such as staff timesheets. **Unabsorbed** overheads (rent, rates, support staff and similar) are incurred regardless of volume of work.
- Lost profit is generally not recoverable under standard forms and is usually framed as damages for breach, so it is harder to prove as foreseeable.
- To recover either, the Contractor must show it failed to recover overheads or earn profit it could reasonably have expected during the prolongation, **because its resources were tied up**, and that other revenue-earning work was available and would have been secured.
- Prove through records first. Formulae are a last-resort quantification tool, to be used with caution: **Hudson is not supported** (it depends on the tender and double counts); **Emden and Eichleay are preferred**. If variations exceed roughly 10% of final contract value, adjust the Eichleay inputs. Cross-check one formula against another and do not treat the result as binding.

10.3 Claim preparation costs

These are generally not recoverable, unless the Contractor shows additional cost caused by the CA's unreasonable action or inaction in dealing with the claim. Likewise, the Employer can recover costs caused by the Contractor's unreasonable conduct of its claim. The Protocol can serve as a guide to what is reasonable.

11. Checklists by role

Contractor

- ☐ Agree records, software and programme requirements before or at the start; price them in.
- ☐ Submit a compliant CPM programme, native file, method statements and narrative within the contract time.
- ☐ Update at least monthly; never overwrite; send native files with a report of changes.
- ☐ Keep contemporaneous, factual daily records matched to programme activities and cost codes.
- ☐ Give notice of every potential Employer delay immediately, in the form the contract requires.
- ☐ Submit a fragnet and an EOT application promptly, with records; do not claim all apparent delay.

- ☐ State the contractual or legal basis, cause and remedy for every claim; avoid double recovery.
- ☐ Record disagreements on progress, programme or EOT at once and escalate rather than waiting.
- ☐ Notify before pacing or accelerating; agree payment for acceleration before starting.
- ☐ Quantify claims item by item; use a global approach only as a documented last resort.

Employer

- ☐ Specify record-keeping and programme requirements in the tender documents.
- ☐ Decide what the contract says on float, early completion, EOT on breach, and agreed daily rates.
- ☐ Keep independent records, and its own progress programme if the Contractor does not.
- ☐ Notify the Contractor early of delays it is aware of.
- ☐ Be careful about instructing variations after the completion date.
- ☐ If wanting acceleration or extra mitigation beyond the Contractor's duty, agree to pay for it.

Contract Administrator (CA)

- ☐ Accept or reject the Contractor's programme promptly and say what requirement is unmet.
- ☐ Check whether each event is an Employer Risk Event before analysing impact.
- ☐ Assess EOT applications within a reasonable time, and no later than one month; give reasons.
- ☐ Grant the then-predictable EOT; review incrementally; do not "wait and see".
- ☐ If the submission is inadequate, assess on available information (award the minimum justifiable if necessary).
- ☐ Resolve programme and EOT disagreements straight away, not at completion.

12. Points to settle in the contract

The Protocol repeatedly flags issues that standard forms leave unclear. Address these when drafting or negotiating:

- record-keeping regime and who bears its cost;
- programme form, software, content, update frequency, submission time and **deemed acceptance**;
- CA power to grant EOT on its own initiative and a right to require revised programmes;
- an EOT clause that covers Employer prevention and breach, and the consequence of procedural default;
- who owns float, and whether an EOT depends on the contract completion date or the Contractor's planned date;
- whether early completion is protected, and in what circumstances;
- acceleration: whether it can be instructed and how it is paid;
- agreed daily prolongation rates and variation rates (especially in design and build);
- a mechanism for pre-agreeing the time and cost effect of variations.

Appendix: The 22 Core Principles in one line each

#	Principle	Takeaway
1	Programme and records	Agree records; Contractor prepares and CA accepts a proper programme, kept updated.
2	Purpose of EOT	Relieves LDs and resets the completion date; does not automatically bring money.
3	Contractual procedures	Follow the contract's notice, particulars and assessment rules.
4	No "wait and see"	Apply for and assess EOT contemporaneously; assess within one month.
5	Procedure for granting EOT	Grant to the extent completion is predicted to be prevented; critical path test.
6	Effect of delay	An EOT can be granted before the event has bitten or ended.
7	Incremental review	Grant the predictable effect; increase later, never reduce without express terms.
8	Float and time	EOT only if total float on the affected critical path is predicted to go below zero.
9	Identification of float	Needs a good, regularly updated programme.
10	Concurrent delay: EOT	Both events must be critical; Contractor delay does not reduce the EOT.
11	Analysis time-distant	Choose the method by listed criteria; effect-and-cause methods are generally more reliable.
12	EOT and compensation	Not automatically linked.
13	Early completion	Costs recoverable only if early finish was known at contract and realistic.
14	Concurrent delay: money	Recover only costs that can be separated from Contractor delay.
15	Mitigation	Reasonable steps only; no duty to add resources or spend money absent express terms.
16	Acceleration	Pay per the contract, or agree beforehand; resolve EOT disputes first.
17	Global claims	Discouraged; two-stage approach as a rare last resort.
18	Disruption claims	Contract or legal basis plus a productivity analysis; measured mile preferred.
19	Valuation of variations	Pre-agree total time and cost effect where practicable.
20	Basis of prolongation costs	Actual additional cost, putting the Contractor in its no-event position.
21	Tender allowances	Of limited relevance to actual-cost prolongation and disruption.
22	Period of evaluation	The period when the effect was felt, not the extended period at the end.

Source: Society of Construction Law, *Delay and Disruption Protocol*, 2nd edition, February 2017. This guideline is a summary prepared for practical use and does not reproduce the Protocol in full; refer to the original for the complete text, definitions (Appendix A) and record lists (Appendix B).