

The following 3 tables will assist in compiling Programmes under the NEC4 suite of contracts:

TABLE 1 – SOME USEFUL NEC4 DEFINITIONS		
Accepted Programme	Clauses 11.2 (1) & 31.3	<p>This is the Programme identified in the Contract Data or is the latest Programme accepted by the Project Manager (PM). The latest programme supersedes previous accepted programmes. There are 4 possible reasons for not accepting the Programme:</p> <ul style="list-style-type: none"> ▪ The Contractor’s plans are not practicable ▪ It doesn’t show the information that the Contract requires ▪ It doesn’t represent the plans realistically, or ▪ It doesn’t comply with the Scope <p>If the PM doesn’t notify acceptance or non-acceptance within a 2-week period, the Contractor can notify the PM of the failure and if it continues for a further one week after notification it is then deemed to be accepted.</p>
Completion Date	Clause 11.2 (3) & 30.1	<p>Completion is when the Contractor has done all of the work which the Scope states is to be done by the Completion Date and corrected notified defects which would have prevented the Client from using the works or for Others to do their work. Delay to the Completion Date (when assessing a Compensation Event) is the length of time (due to the Compensation Event) that Planned Completion is later than Planned Completion as shown on the Accepted Programme.</p>
Contract Date	Clause 11.2 (4)	<p>This is the date when the Contract came into existence</p>
Key Dates	Clause 11.2 (11)	<p>These are dates specified in the Contract Data which define key elements of work to be completed. The Contractor will be expected to show on his Programme – the work planned relevant to the Key Date.</p>
Scope	Clause 11.2 (16)	<p>This is information which specifies and describes the works or states any constraints on how the Contractor provides the works and is in either the documents referred to in the Contract Data or in an instruction.</p>
Early Warning	Clause 15.1	<p>When the Contractor or PM becomes aware of an issue that could increase the prices, delay completion, delay meeting a key date or impair performance – he will issue an Early Warning. This triggers a meeting between the two in order to seek a solution which may or may not lead to a Compensation Event.</p>
Planned Completion	Clause 31.2	<p>This is the date when the Contractor expects to complete the Works</p>
Compensation Event	Clauses 60 to 66	<p>These are events which are not the Contractor’s fault and entitle him to be compensated for any effect that the event has on the Prices and the Completion Date. NEC4 Clause 60.1 lists all of the possible eventualities (21 in total) that could result in Compensation Events. Notification of a Compensation Event triggers a process for costing, assessment and implementation.</p> <p>If the Programme for the remaining work is altered by the Compensation Event, the Contractor includes the alterations to the Accepted Programme in his quotation.</p>

TABLE 2 – PROGRAMME CHECKLIST		
This table contains all of the activities and milestones that might be expected to be included within a Contractor’s Programme under NEC4 and therefore could be a useful checklist when requesting information from a client:		
NEC4 Clause	Activity/ milestone	Description
11.2 (4)	Milestone	Contract Date
15.2	Activities	Preparation & submission (one week after the Starting Date) of an Early Warning Register (formerly the Risk Register under NEC3) from the PM to the Contractor
15.2	Milestone	First Early Warning meeting – within 2 weeks of the Starting Date
15.4	Activities	Revision & resubmission of the Early Warning Register – within one week of the first meeting from the PM to the Contractor
21.1	Activity	Contractor’s Design (parts of the works stated in the Scope as the Contractor’s responsibility)
21.2, 21.3	Milestone	Contractor’s Design Submission – Works
23.1	Milestone	Contractor’s Design Submission – Equipment
21.2	Activity	PM’s Acceptance of Design – the Contractor cannot proceed with the relevant work until the PM has accepted the Design
27.1	Activity	Other’s Acceptance of Design (where appropriate)
83.2, 83.3	Activities	Contractor’s Insurances – loss or damage to the works, plant & materials, loss or damage to equipment, loss or damage to property and death or bodily injury to employees
84.1	Activity	PM’s Acceptance of Insurances
26.1	Activity	Procurement of Subcontractor(s)
26.2, 26.3	Activity	Contractor submits name(s) of Subcontractor(s) and proposed Conditions of Contract
26.2, 26.3	Activity	PM’s Acceptance of Subcontractor(s) (and Conditions)
31.1	Activity	Contractor’s Programme submission
31.2	Milestones	Starting Date, Access Dates, Key Dates, Planned Completion & Completion
35	Milestone	Take Over Date (not more than 2 weeks after Completion)
31.2	Activities	Contractor’s Method Statements
31.2	*Activities	Order & timing of all of the operations that the Contractor intends to carry out. The Activity Schedule or Bill of Quantities can provide a planning guide but shouldn’t be used directly to determine how to design or build the works.
31.2	Activities	Order & timing of all of the operations that the Employer & Others intend to carry out

31.2	Activities	Provision for Time Risk Allowance – shown on the Programme as allowances attached to the duration of each activity or part of the works. These are important as they are retained in the assessment of delay due to the effect of a Compensation Event.
31.2	Activities	Provisions for Float – to mitigate or avoid delay to Planned Completion. Float is any spare time in the Programme after Time Risk Allowances have been included.
31.2	Activities	Provision for Health & Safety Requirements – allowance in the Programme for any statutory procedures such as the Health & Safety Plan under CDM.
31.3	Activity	PM’s Acceptance of Programme – within 2 weeks of submission
40.2	Milestone	Contractor’s Quality Policy Statement and Quality Plan submission
40.2	Activity	PM’s Acceptance of Quality Documents
42.1	Activities	Test & inspections of plant and/or machinery prior to delivery e.g. factory acceptance tests
72.1	Activities	Removal of equipment which is no longer needed e.g. cranes, site offices etc.

TABLE 3 – REVISED PROGRAMME CHECKLIST

This table contains all of the activities that might be expected to be included when a Contractor’s Programme is revised under NEC4:

32.1	Activity	Actual progress achieved on each operation and its effect on the timing of the remainder of the works
32.1	Activity	How the Contractor plans to deal with any delays and to correct notified Defects
32.1	Activity	Any other changes that the Contractor proposes to make to the Accepted Programme (see 62.2 below)
62.2	Activity	If appropriate – a programme for remaining work altered by a Compensation Event

* For each operation included in the Programme, the Contractor is requested to provide a statement on how he plans to do the work identifying the principal equipment and resources he intends to use. He would normally provide this information in a Method Statement and the activities in the programme will be loaded (resourced) appropriately by the planner with labour, plant & materials.