

Time... its yours!

I have often written in this column about time under the contract belonging to you, the Builder or Sub-contractor.

That is, very broadly speaking, you are generally obliged to complete the work within a set period of time and/or to achieve practical completion of the work by a set date.

If you are delayed in doing that, it is your obligation to approach the Owner (or your Head Contractor) in accordance with the terms of the contract, to seek to extend either the period of time within which the work is to be completed and the date for practical completion.

... or NOT!?

That's right. You don't have to!

The decision is yours.

You don't have to seek an extension of time if you don't want to or if you don't think that you will need additional time to finish the work within the period of time or by the date for practicable completion, set by the contract.

This is what I mean when I say that time under the contract belongs to you... You control it and how it is used.

Putting other obligations under the contract to one side... for example, the obligation to commence the work by a particular date or after various pre-conditions have been met... or any obligation to comply with a construction program (especially if you are a sub-contractor)... or an obligation to 'diligently carry out work' or 'maintain reasonable progress in the performance of the work'. There may be nothing to stop you from simply waiting and waiting and waiting a bit longer... letting the time under the contract slip by... and then suddenly, do all of the work under the contract on the second last day of the contract period and then deliver practicable completion of the work on the next day!

Obviously this is a ridiculous scenario in reality but it illustrates what I mean when I say that time under the contract belongs to you.

To a very large extent, you control your time under the contract how it is spent and how it is spent and whether to seek an extension of time or not and the length of any extension that you seek.

It's your decision.

Back to reality... don't be too gung-ho when it comes to calculating the time that it will take to complete the work or when deciding whether or not to seek an extension of time.

Better to be safe than sorry.

Better to *over* estimate the amount of time that you will need to complete the work and better to actually seek the extension, even if you don't think you will need it... because invariably, once the chance to seek an extension of time has passed, you have 'missed the boat'.

For example, the QMBA contract provides something like:-

*'If the progress of the works is delayed... the Builder may, **within a reasonable time**, claim an extension'.*

Under the BSA contracts, if you wish to claim an extension of time you must give a particular form to the Owner '*within seven (7) business days of the occurrence of the relevant cause of delay*'.

Under the AS4000, the Contractor must give the Superintendent a written claim for an extension of time '*within twenty-eight (28) days of when the Contractor should reasonably have become aware of the cause of the delay occurring.*'

Pursuant to most contracts if you miss these time limits, you miss the opportunity to seek the extension of time.

So, what to do?

Protect your time under the contract. Monitor it very closely. Seek an extension of time *as soon as* you are aware of a delay to the works... in accordance with the contract.

Endeavour to always keep the date for practical completion well beyond your anticipated date of practical completion.