

SNAPSHOT

「 SOLOMONS
NEC INSIGHTS 」

PART
2.2

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GETTING TO GRIPS WITH NEC[®] TERMINOLOGY

In this second part of our snapshots demystifying NEC[®] terminology the focus turns to dates. Put simply, understanding what they mean is critical to project success.

Key Dates v Sectional Completion Dates?

Key Dates are dates by which certain parts of the works must meet a stated condition. For example, the Employer (Client) will use them where it is essential to the project that certain works are completed by a certain date, perhaps to allow others to progress on site or to enable certain connections or testing. So, if that condition is not met, the project overall may be delayed, and additional costs or penalties may be incurred by the Employer. To highlight the importance of this and to make clear that any default may incur cost which is to be borne by the Contractor, the Employer may opt to include Key Dates in the contract for certain elements or stages of the works.

Sectional Completion Dates (a secondary option under NEC) are used when Completion of a part of the works is required before the Completion Date for the whole of the works. If sectional Completion is not achieved, resultant damages may be a cost borne by the Contractor.

Planned Completion v Completion Date?

Planned Completion is fluid and could occur:

- **Before the Completion Date**
- **On the Completion Date**
- **After the Completion Date**

This date is essentially when the Contractor has planned to complete the works.

The Completion Date is the contractual completion date. It remains the same (fixed) unless changed in accordance with the contract (for example, a compensation event having a time impact).

Therefore, this is the primary date from which all time implications are evaluated in terms of a trigger for damages or, in the case of Employer default, an extension of time.

