

Extension of time claim checklist

Work down the list the week the delay arises, not the month the job runs late. A claim that can tick every line reads as routine paperwork; the same claim assembled months later reads as an excuse.

Job	Delay event	Date

What a claim needs before it goes in

- ☐ **The trigger event, identified and dated**
What happened and the date the cause arose, which is the date the contract's clocks run from, not the date the effect was felt.

- ☐ **The cause, checked against the contract's list**
The EOT clause lists the causes that qualify. On the list, the time is claimable; off it, the builder absorbs it. No general list substitutes for the one in the clause you signed.

- ☐ **Written notice, inside the contract's timeframe**
The window differs between contracts, so check yours and diarise it the day the cause arises. A conversation on site, however agreeable, is not notice under a clause that requires writing.

- ☐ **The clause relied on, named**
The notice says which provision the claim is made under, so the assessment starts from the contract rather than from a negotiation about whether the machinery applies.

- ☐ **The estimated effect on the completion date**
The days claimed, stated as an estimate where the delay is still running, with particulars to follow if the clause allows it. Notice never waits for certainty.

- ☐ **The evidence pack, referenced**
The diary entries, photos, correspondence and programme impact set out below, attached or referenced so the claim can be assessed without a site visit or an argument.

- ☐ **The current programme position**
The days claimed shown against the critical path, because a cause only earns days if it delayed work that sets the finish date.

What the claim stands on

The evidence is built during the delay, not hunted at claim time. It is what turns an assessment from a negotiation into a formality.

- ☐ **The diary entries, written on the day**
Site closed, trades stood down, what stopped and why, recorded the day it happened. The contemporaneous entry is the spine of the claim; a record assembled after the dispute has started is treated with the suspicion it deserves.

- ☐ **Dated photographs**
The flooded excavation, the undelivered frames, the site as it actually was. A client looking at dated photos of their own underwater slab approves a wet-weather claim in a week; the same claim as a bare assertion becomes a negotiation.

- ☐ **The correspondence trail**
The email chasing the authority, the request for the overdue selection, the variation approval that landed three weeks after it was asked for. Dated correspondence is what shows the delay was someone else's and that you pressed it.

- ☐ **The programme impact**
Days lost on the critical path, shown against a current programme, not days it rained. A wet day that delays no critical trade may move nothing; a single day lost on the slab moves everything behind it. The programme is what turns an event into a number of days.

From trigger event to a moved date

Seven steps. The claim is won or lost in the first four, all of which happen in the same week as the delay.

☐ **Recognise the trigger the day it arises**

Rain closes the site, a selection stalls, a variation lands, an authority sits on an approval. The clock the contract cares about starts when the cause arises, not when the builder feels the effect, and recognising the moment is the step most often missed.

☐ **Read the clause before the claim**

Check the cause against the contract's list of qualifying causes and note what the clause requires a notice to contain. If the cause is on the list the time is claimable; if it is not, the builder absorbs it. Your contract governs, not any article, including this one.

☐ **Send written notice inside the window**

EOT clauses commonly require written notice within a defined period of the delay arising, and a claim outside the window is commonly a lost claim. The timeframe differs between contracts, so check yours and diarise it. Notice goes in even when the full effect is not yet known; particulars can follow.

☐ **Build the evidence as the delay runs**

Diary entries each affected day, photos, the correspondence trail. Evidence made at the time, not assembled later, is what an assessed claim stands on, and it costs minutes now against days of reconstruction later.

☐ **Quantify against the critical path**

Claim the days the cause actually cost the completion date, shown on the programme. Claiming every wet day regardless of what it delayed invites the whole claim to be discounted.

☐ **Follow up to assessment and get the approval in writing**

The client, or the superintendent where the contract has one, assesses the claim against the clause and the evidence. Approved, the extension is recorded in writing and the completion date moves by the days granted. A verbal "fair enough" moves nothing.

☐ **Update the programme and the register**

The new completion date becomes the baseline every downstream conversation measures against, and a running register of claimed and approved EOTs keeps the current contract date answerable at any moment, including the day someone reaches for the liquidated damages clause.

General information, not legal advice.