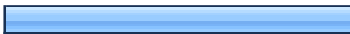











**1. Did you know that in December 2010 the UK government introduced new rules requiring Specialist Sub-Contractors working on public sector contracts to be paid within 30 days?**

		Response Percent	Response Count
Yes		55.9%	81
No		44.1%	64
answered question			145
skipped question			2

**2. If you have worked on public sector contracts since December 2010, how quickly have you been paid?**

		Response Percent	Response Count
Within 30 days		3.4%	5
<b>Between 30 and 60 days</b>		<b>41.4%</b>	<b>60</b>
Between 60 and 90 days		19.3%	28
In excess of 90 days		7.6%	11
Not applicable as we haven't worked on public sector projects		28.3%	41
answered question			145
skipped question			2

### 3. Are you aware of / familiar with the UK Government's "Mystery Shopper Service" in respect of public sector contracts?



		Response Percent	Response Count
Yes		3.4%	5
No		85.5%	124
Heard of it but don't know what it does		11.0%	16

Have you used, or tried to use this service, and if so what did you think of it? 3

answered question 145

skipped question 2

### 4. When you enter into the contract with the main contractor (on either public or private sector contracts) do you feel able to challenge payment terms that are longer than 30 days?





		Response Percent	Response Count
Yes, we are able to successfully challenge this		26.4%	38
No we are not able to challenge this		73.6%	106

If you are NOT able to challenge payment terms (particularly on public sector contracts) please tell us why not 60

answered question 144

skipped question 3

### 5. In general on private sector contracts, how quickly on average do you get paid?



		Response Percent	Response Count
Within 30 days		10.3%	15
<b>Between 30 and 60 days</b>		<b>61.4%</b>	<b>89</b>
Between 60 and 90 days		23.4%	34
In excess of 90 days		4.8%	7

What other experiences about payment do you have? 39

answered question 145

skipped question 2

### 6. Do you think that the remedies available to get paid the correct amount and on time, such as the Construction Act, adjudication or litigation are;

		Response Percent	Response Count
Suitable for the industry and do not need changing		11.6%	16
<b>Unsuitable/do not work and need changing</b>		<b>88.4%</b>	<b>122</b>

If you have chosen unsuitable/do not work, please explain why? 83

answered question 138

skipped question 9











**7. If you had 30 seconds with the minister in charge of business, what would you ask him to change in the construction sector in order to help the economy?**

	<b>Response Count</b>
	124
<b>answered question</b>	<b>124</b>
<b>skipped question</b>	<b>23</b>















**8. If you had 30 seconds with the chief executive of any of the major main contractors what would you ask them to change and why?**






















	<b>Response Count</b>
	124
<b>answered question</b>	<b>124</b>
<b>skipped question</b>	<b>23</b>












## 9. How many people do you employ, and what is your approximate annual turnover?

		Response Percent	Response Count
1-10		14.5%	21
10-20		6.9%	10
20-50		6.9%	10
50-100		2.8%	4
more than 100		3.4%	5
0-1 £million		22.1%	32
<b>1-5 £million</b>		<b>25.5%</b>	<b>37</b>
5-10 £million		9.0%	13
10-20 £million		5.5%	8
More than £20 million		3.4%	5
		<b>answered question</b>	<b>145</b>
		<b>skipped question</b>	<b>2</b>

**10. This survey is anonymous, but if you could simply tell us which county you are in, that will help us to understand how things are across the country.**

		Response Percent	Response Count
Avon		2.4%	3
Bedfordshire		0.8%	1
Berkshire		1.6%	2
Borders		0.0%	0
Buckinghamshire		1.6%	2
Cambridgeshire		1.6%	2
Central		0.0%	0
Cheshire		1.6%	2
Cleveland		0.0%	0
Clwyd		0.0%	0
Cornwall		0.0%	0
County Antrim		0.8%	1
County Armagh		0.8%	1
County Down		1.6%	2
County Fermanagh		0.0%	0
County Londonderry		0.0%	0
County Tyrone		0.0%	0
Cumbria		0.8%	1
Derbyshire		2.4%	3
Devon		1.6%	2
Dorset		0.8%	1
Dumfries and Galloway		0.0%	0
Durham		0.8%	1
Dyfed		0.0%	0

East Sussex		0.8%	1
Essex		4.0%	5
Fife		0.8%	1
Gloucestershire		0.8%	1
Grampian		0.8%	1
Greater Manchester		6.5%	8
Gwent		1.6%	2
Gwynedd County		0.0%	0
Hampshire		2.4%	3
Herefordshire		0.0%	0
Hertfordshire		5.6%	7
Highlands and Islands		0.0%	0
Humberside		1.6%	2
Isle of Wight		0.0%	0
Kent		6.5%	8
Lancashire		5.6%	7
Leicestershire		0.8%	1
Lincolnshire		0.8%	1
Lothian		2.4%	3
Merseyside		0.8%	1
Mid Glamorgan		0.8%	1
Norfolk		1.6%	2
North Yorkshire		0.8%	1
Northamptonshire		0.0%	0
Northumberland		0.0%	0
Nottinghamshire		1.6%	2
Oxfordshire		3.2%	4

Powys		0.0%	0
Rutland		0.0%	0
Shropshire		0.0%	0
Somerset		0.0%	0
South Glamorgan		0.0%	0
South Yorkshire		0.0%	0
Staffordshire		1.6%	2
Strathclyde		3.2%	4
Suffolk		0.8%	1
Surrey		4.0%	5
Tayside		0.0%	0
Tyne and Wear		0.0%	0
Warwickshire		0.8%	1
West Glamorgan		0.8%	1
West Midlands		4.8%	6
West Sussex		0.8%	1
<b>West Yorkshire</b>		<b>11.3%</b>	<b>14</b>
Wiltshire		1.6%	2
Worcestershire		0.8%	1
<b>answered question</b>			<b>124</b>
<b>skipped question</b>			<b>23</b>



**11. If you have been subjected to any kind of onerous business practices, or have any other thoughts about the industry, please tell us about them below, and we can use them anonymously. If you are prepared to speak with the media anonymously, or go on the record as regards your experiences, please enter your email address, and we will contact you accordingly.**

	<b>Response Count</b>
	48
<b>answered question</b>	<b>48</b>
<b>skipped question</b>	<b>99</b>

**Page 2, Q3. Are you aware of / familiar with the UK Government's "Mystery Shopper Service" in respect of public sector contracts?**

1	no	Nov 15, 2012 11:40 AM
2	Just read about it in the piece in the Telegraph, think its an excellent idea	Nov 15, 2012 11:39 AM
3	NO	Nov 15, 2012 11:08 AM



**Page 2, Q4. When you enter into the contract with the main contractor (on either public or private sector contracts) do you feel able to challenge payment terms that are longer than 30 days?**

1	Contractors threaten to award the job to another more compliant sub contractor	Nov 21, 2012 5:13 PM
2	we are made to feel inferior and all sorts of delay tactics are used	Nov 20, 2012 6:24 PM
3	May lose the contract	Nov 20, 2012 2:27 PM
4	Some contractors may "agree" to change the terms but when it actually comes to paying the payment is always "being processed"	Nov 20, 2012 11:51 AM
5	Qs agrees on 30 days when he wants us on site then delays and delays and delays paying us	Nov 19, 2012 4:21 PM
6	We always insert a clause saying any discount is based on payment in 30 days. Without fail the person placing the order says that's ok we pay in 30 days-but no main contractor ever does.	Nov 17, 2012 2:09 PM
7	If you don't want to sign up to the payment terms they will simply use someone that will. Their argument is that they are not going to change payment terms for one company, so its tough luck.	Nov 16, 2012 8:30 AM
8	Writtern into JCT contract if I remember correctly	Nov 15, 2012 7:48 PM
9	Have tried with some success but not always	Nov 15, 2012 7:18 PM
10	I normally apply for stage payments for measured works. If they don't pay I withdraw labour and materials till they do. It normally works.	Nov 15, 2012 7:02 PM
11	It is a case of take it or leave it.	Nov 15, 2012 6:55 PM
12	Unable to approach contractor in fear of losing works	Nov 15, 2012 6:32 PM
13	Like it or lump it take it or leave it if you don't someone else will	Nov 15, 2012 5:52 PM
14	Strictly " They are our Terms"	Nov 15, 2012 4:50 PM
15	It would put us at a competitive disadvantage against others who could accept these terms without feeling as much pain.	Nov 15, 2012 4:09 PM
16	They say take it or leave it, these are the terms, and in this climate you end up taking it.	Nov 15, 2012 3:19 PM
17	We have and can push for proforma based on credit ratings but get told that the payment system wont allow change of terms	Nov 15, 2012 3:13 PM
18	They just made all the usuall excuses and eventually changed the QS jst before the end of the job.	Nov 15, 2012 1:53 PM
19	Wer do challenge, however are unsuccessful.	Nov 15, 2012 1:24 PM
20	Intransigent client	Nov 15, 2012 12:23 PM
21	Main Contractors just being their normal selves regarding payment.	Nov 15, 2012 12:07 PM
22	In order to win any contract, main contractors are stipulating that acceptance of longer payment terms can help secure the contract. Basically we are told that if you want the job you have to sign up to longer terms	Nov 15, 2012 12:03 PM

**Page 2, Q4. When you enter into the contract with the main contractor (on either public or private sector contracts) do you feel able to challenge payment terms that are longer than 30 days?**

23	Competitors accept them	Nov 15, 2012 11:55 AM
24	Because you are made to feel like you will lose the contract or not get any further work	Nov 15, 2012 11:39 AM
25	Main contractors will not change their own payment time table irrespective of contract, just signed a £1.2 m order with 45 day payments	Nov 15, 2012 11:37 AM
26	In present market if we haggle over terms they will simply place with a n other who accepts terms !	Nov 15, 2012 11:30 AM
27	Whatever payment date they set does not mean they will honour that date	Nov 15, 2012 11:16 AM
28	Once challenged we don't seem to get the contract, whether this is due to the challenge or other factors we obviously never know	Nov 15, 2012 11:16 AM
29	Part of overall negotiations on contract terms, conceding on payment can allow us to eliminate retention	Nov 15, 2012 11:15 AM
30	If you want to work you just dont seem to have a choice.	Nov 15, 2012 11:15 AM
31	Because to requests are refused - or ignored - or dishonoured later. Late or delayed payment is so embedded in the culture that even the lowest level of clerk assumes that is what is required.	Nov 15, 2012 11:14 AM
32	Contractors use this as a threat, if you don't accept the terms they will use another Sub-contractor who would	Nov 15, 2012 11:10 AM
33	Their stance is that another contractor will work for their specified terms. So we lose the contract order if we don't agree !	Nov 15, 2012 11:08 AM
34	They tell us the payment terms and then won't negotiate them	Nov 15, 2012 10:44 AM
35	most main contractors do not comply with any of teh new laws/regulations and still behave like bullies	Nov 15, 2012 10:29 AM
36	Payment terms are dictated to us. Have tried to challenge but been told these are the terms.	Nov 15, 2012 10:24 AM
37	We can sometimes negotiate better payment terms but this always entails a discount of some sort.	Nov 15, 2012 10:19 AM
38	We have answered no because although we challenge payment terms that are longer than this period, the MC's are generally ambivalent to any arguement and unless you threaten to walk away will not even enter into dialogue. We have had to walk away on a number of occasions simply because we cannot and will not finance their project.	Nov 15, 2012 10:08 AM
39	Contractors say take it or leave it and if you moan you will not get any more work from them	Nov 15, 2012 9:58 AM
40	We are not in a position to upset the main contractor as we may not be considered for future works	Nov 15, 2012 9:56 AM
41	Some contractors will just not budge from 60 days even on school buildings	Nov 15, 2012 9:51 AM
42	If you challenge it you will not get the contract	Nov 15, 2012 9:40 AM

**Page 2, Q4. When you enter into the contract with the main contractor (on either public or private sector contracts) do you feel able to challenge payment terms that are longer than 30 days?**

43	When we offer alternative terms regarding retention and payment dates that are rejected as being different to the terms stated within the sub-contract documentation. Retention is a main concern.	Nov 15, 2012 9:35 AM
44	Unfortunately, there is always somebody who will accept extended terms just to get an order.	Nov 15, 2012 9:28 AM
45	Sometimes successful, otherwise lose work at tender stage for not blindly accepting MC's terms without any amendment.	Nov 15, 2012 9:27 AM
46	Because work is scarce and we are always held to ransom over price and contract conditions	Nov 15, 2012 9:13 AM
47	Generally, Main contractors would sooner extend terms with another subbie than relinquish their payment terms	Nov 15, 2012 9:11 AM
48	We are told we wont get the work unless we agree to the payment terms	Nov 15, 2012 9:11 AM
49	told that this is the payment terms, it can make you feel that if you don't agree to it, they go elsewhere	Nov 15, 2012 9:07 AM
50	Although we challenge payment terms in then end we have to take what is given! i.e 35, 45 or 60 days. " either accept it or do not do the job. "	Nov 15, 2012 8:58 AM
51	they argue if they not been paid you wont get paid	Nov 14, 2012 5:06 PM
52	we do not have the in house skills	Nov 14, 2012 2:39 PM
53	They do not accept our conditions & will not proceed with the order.	Nov 14, 2012 10:23 AM
54	We get told if you don't accept the terms, somelse will. I'm working on a council contract and we are having to wait 49 days for payment.	Nov 13, 2012 10:01 PM
55	It would be a waste of time. Even if they agreed to thirty days, which some do, you still don't get it on time with nine out of ten of them.	Nov 13, 2012 4:29 PM
56	i am set at 60 days with a contractor for national grid. also i now beleive that jaguar land rover pay on 60 days	Nov 13, 2012 3:37 PM
57	In our experience all main contractors are now looking to extend payment beyond thirty days the best are at 35 with 45 - 62 is being very common.	Nov 13, 2012 1:21 PM
58	Third answer is to challenge but often fail.	Nov 13, 2012 10:55 AM
59	Coz they just won't pay	Nov 12, 2012 8:53 PM
60	The main contractor will reply with 'there are plenty of others who do want the work' Or They will require a discount	Nov 12, 2012 5:49 PM



**Page 2, Q5. In general on private sector contracts, how quickly on average do you get paid?**

1	Non payment	Nov 21, 2012 2:48 PM
2	Under payment without reason, pay when (and if) certified, spurious contra charges with no prior notice.	Nov 17, 2012 2:09 PM
3	all invoices changed to payment applications which are never agreed	Nov 15, 2012 8:55 PM
4	It's not so much late payment as my experience is that the Main Contractor has kept to the book. It 's thing like Pay Less Notices on a 1 day notice . The spirit of adjudication has gone awol	Nov 15, 2012 7:19 PM
5	Do not always get paid full value	Nov 15, 2012 7:18 PM
6	We have unpaid invoices in excess of 6 months. All they need to do is dispute the amount to give an excuse not to pay on time.	Nov 15, 2012 6:55 PM
7	All the excuses in the book and Oh my goodness! "Retentions"	Nov 15, 2012 4:50 PM
8	Payment times are getting longer, more spurious disputes.	Nov 15, 2012 4:09 PM
9	Generally getting slower	Nov 15, 2012 3:19 PM
10	Payment is slow with main contractors usually taking 60 days	Nov 15, 2012 3:07 PM
11	Massive counter claims through delays by main contractor and other subcontractors. All then charged onwards to all the subcontractors.	Nov 15, 2012 1:53 PM
12	Biggest problem is not the payment time-scale at the moment. Contractors are making regular payments in order to avoid bad criticism. The issue here is the fact that they will always deduct a large portion of your applied payment without any sensible or factual reason. Basically they are ticking the box about regular and timely payment and they are introducing large "withholding" patterns	Nov 15, 2012 12:03 PM
13	Main contractors not agreeing value of works, always holding back between 5 & 10 % of value	Nov 15, 2012 11:37 AM
14	On-going problems securing over-due retentions which are never released on time or without chasing.	Nov 15, 2012 11:30 AM
15	Within 30 days if working direct to client and outside 30 days if working to main contractor anything from 40 to 80 days and numerous phone calls	Nov 15, 2012 11:16 AM
16	Getting harder to make customers pay to agree terms	Nov 15, 2012 11:15 AM
17	a 30 day contract is always eeked out to 60 days then you have to get contractual to force payment.	Nov 15, 2012 11:15 AM
18	retrospective rebates - eg 5% for "attendance" - not mentioned before tendering and without any concept of what the term actually means. (just another excuse for "negotiation" - aka theft)	Nov 15, 2012 11:14 AM
19	Bad experiences.... Some companies just completely ignore you, even after repeated threats of legal action. Not came to the scenario of not being paid at all, however had to do a lot of work chasing up late payments	Nov 15, 2012 11:10 AM
20	NO payment notifications are received ! NO pay less notices are received ! Short paid on applications without explanation ! Variations are ignored !	Nov 15, 2012 11:08 AM



**Page 2, Q5. In general on private sector contracts, how quickly on average do you get paid?**

	Variations are paid on account and then revisited at a later date when the works are completed, then the Main Contractor pays a fraction of the value ! Main Contractors want the subbie to engage a dispute to prevent paying an account !	
21	Spurious contra charges at the end of contracts when we are no longer required on site results in payment being delayed, and hours of wasted time in justifying why they are unjustified. Also, although we all know 'paid when paid' is illegal, often contractors who have subbed to us physically do not have the money to pay us if they haven't been paid, and so it goes on down to our suppliers.	Nov 15, 2012 11:05 AM
22	Waiting 5 months to be paid, constantly chasing main contractor	Nov 15, 2012 10:24 AM
23	Some main contractors have terms in excess of 60 days. We add a percentage during quotation then offer it back for better payment terms.	Nov 15, 2012 10:19 AM
24	As stated above, we have started to stipulate payment terms in a more rigorous manner than in the past and are prepared to walk away if necessary. We find that working direct for clients is much less stressful and uncomplicated than working for MC's.	Nov 15, 2012 10:08 AM
25	Not getting paid because of others misunderstanding or mistakes. At which point the great and the good go into denial. As we need cash flow we more often settle for far less and chalk it down to experience.	Nov 15, 2012 10:04 AM
26	They find any excuse not to pay up. Even seeking to discredit workers so that this can be used against us	Nov 15, 2012 9:58 AM
27	Not getting paid at all. Main contractors avoiding phone calls etc.	Nov 15, 2012 9:56 AM
28	Direct to Gov is paid very quickly normalt 21 days. Via main contractors can be 45 - 90 days.	Nov 15, 2012 9:41 AM
29	It is now quite common for interim payment to be made only on the issue of an invoice rather than by an 'application for payment' with many contractors not accepting invoices that are issued without a payment certificate. This is the process they now use to delay the payment process without it being evident to auditors as the invoices appear to be settled in a resonable amount of time. Also some contractors are now charging retrospective discounts at year end dependant upon your level of turnover with them for the period, irrespective of whether you have actually made a profit from that turnover and are quite willing to deduct such monies from any payments you are owed from other contracts or to 'go legal' on the outstanding sum should you not be in a position to settle it immediately.	Nov 15, 2012 9:28 AM
30	As we usually work as a sub-sub we receive late payment from the sub because they haven't been paid.	Nov 15, 2012 9:28 AM
31	Extremely varied - some excellent customers but not many.	Nov 15, 2012 9:27 AM
32	Generally not agreeing vos and then been held to ransom at the end of the contract with the main contractors agreeing to pay our retention back which is our anyway ! as part of the deal. Large amounts of money are always held back for final account negotiations. Qs are always changed at the end of a contract so the Main contractor can get out of paying what is owed. At present times I have been in contracting for 19 years it has never been so bad. LAD levied without proper substanciation	Nov 15, 2012 9:13 AM

**Page 2, Q5. In general on private sector contracts, how quickly on average do you get paid?**

33	50 days average	Nov 15, 2012 9:11 AM
34	Even large contractors who used to pay on time now seem to hold on to payments until we chase them. Often we're now receiving cheques which were raised weeks beforehand but just not sent to us.	Nov 15, 2012 9:11 AM
35	only 30% of payment are received on time	Nov 15, 2012 8:58 AM
36	Short paying 10% or so, claw back extras at the end of contract, changing QSs at contract end + losing their project records.	Nov 14, 2012 10:23 AM
37	Vexatious application of contracts to abuse the system way beyond reasonable parameters	Nov 13, 2012 1:21 PM
38	And part payment of invoices with balances some 30 days later. Pay when paid.	Nov 12, 2012 10:28 PM
39	Extremely poor and regularly not paid or underpaid	Nov 12, 2012 7:44 PM



**Page 2, Q6. Do you think that the remedies available to get paid the correct amount and on time, such as the Construction Act, adjudication or litigation are;**

1	Unfair contract terms. Threat of overbearing main contractor strength and power to litigate. Costs	Nov 21, 2012 5:13 PM
2	Arguably the remedies are suitable however for them to be successful the rank and file subcon needs to understand his rights under statute and options open to him in the event the client delays or stops payment. The perception of adjudication for example needs to be changed so that it is seen as less of a 'legal route' and more of a routine option to ensure fair behaviour. Going to adjudication is still viewed as a bit of a 'major step'. If used more then parties prone to behaving badly will eventually learn its not worth the time and effort to treat subcons incorrectly - gradually the whole industry might start to behave better...(!?)	Nov 21, 2012 4:10 PM
3	The option to just simply not agree with the value or concept of variations and certify a percentage on account is widely used to keep value suppressed whilst the main contractor hides behind requiring further information to play for time !!!	Nov 21, 2012 1:19 PM
4	I am unsure of the remedies available..	Nov 20, 2012 11:51 AM
5	The rules are not enforced rigorously enough.	Nov 19, 2012 2:05 PM
6	Main contractors have far too much wriggle room. In no other industry or walk of life is it so easy for anyone to avoid paying what is due.	Nov 17, 2012 2:09 PM
7	There are always loopholes in the existing systems. Building contract T&C should be made to change	Nov 16, 2012 10:27 AM
8	Main Contractors are a rule unto themselves and need bringing to task	Nov 16, 2012 8:52 AM
9	valuations should be agreed within 14days, Invoices raised from that date and paid in 28 days!	Nov 15, 2012 8:55 PM
10	Firms get around this but 'disputing' the final account or use excuses like that they did not receive the invoice, even when sent via email or it needs to go to a different department.As soon as they disput the invoice, you now what they are up to.	Nov 15, 2012 7:48 PM
11	These have now been taken over by the legal industry and biased against the small contractor who will not carry a legal team to respond without embarking on further costs. also a maximum claim may be required to ensure the 28 day principle can remain	Nov 15, 2012 7:19 PM
12	All remedies are long winded. Cash flow is vital to smaller companies and a long hold up can ( and does ) cause good companies to go out of business	Nov 15, 2012 7:18 PM
13	Main contractors always try and find a way to pay less	Nov 15, 2012 7:18 PM
14	See above	Nov 15, 2012 6:55 PM
15	Not enough support for smaller businesses with fewer than 5 employees.	Nov 15, 2012 6:32 PM
16	Principal contractors use bully boy tactics all the time	Nov 15, 2012 5:52 PM
17	Because of the excuses and certainly (our own fault) if we have not dotted and crossed as should. But never told until claim for payment is made?	Nov 15, 2012 4:50 PM

**Page 2, Q6. Do you think that the remedies available to get paid the correct amount and on time, such as the Construction Act, adjudication or litigation are;**

18	It is a cultural thing, we need the big boys to value the small boys and help them by paying quickly.	Nov 15, 2012 4:09 PM
19	Too long winded process	Nov 15, 2012 3:19 PM
20	Main contractors always get you 'held up' in there many accounting systems. You usually have to chase and wait for varoius people/depts to confirm your payment.	Nov 15, 2012 3:07 PM
21	Needs regular policing	Nov 15, 2012 1:53 PM
22	Not certain, We are how-ever certain to be paid late on the majority of occasions, it appears to be the larger the company, the longer you wait, the more obscure the invoicing requirement become.	Nov 15, 2012 1:39 PM
23	As much as the new changes to the act are an improvement on paper, the procedures for redress being time-lined along with work suspension - they don't lend themselves to a prompt resolve. The bigger the subcontractor project the better I would say. Subcontract packages with small (how do you determine small?) interim payments - I don't believe the changes to the act have benefited these.	Nov 15, 2012 12:07 PM
24	As mentioned above, the Construction act is unclear with regards to the extend of evidence that contractors have to supply when withholding monies. At the moment all a contractor has to do is just advise you of the fact that monies will be withheld. It basically gives them an unchallenged opportunity to pay what they wish.	Nov 15, 2012 12:03 PM
25	Any Main Contractor can renege payment virtually at the very last moment by issuing a 'withholding notice' based on very spurious grounds on a project usually secured against a very tight margin that they also attempt to withhold 5% not 2.5% on PC. These are just a small example of the stunts played by MC's along with praying they dont go into liquidation in the proceeding 12-18 months on your retention- assuming PC has been granted!	Nov 15, 2012 11:40 AM
26	The bigger companies just seem to be able to do what they please and the smaller companies suffer	Nov 15, 2012 11:39 AM
27	Always a costly excercise whilst it may provide a mech to get paid can we afford a bill circa 8k to adjudicate on every occasion	Nov 15, 2012 11:37 AM
28	New Constr Act rules are too complex, no one understands them so they are not adhered to !	Nov 15, 2012 11:30 AM
29	Amended contract forms cause too many pitfalls and onerous terms to make a valid clear claim stand.	Nov 15, 2012 11:20 AM
30	Most Companies just ignore any late Payment Interest charges that are levied, if you then want to enforce it you have to go to Court which for £200 or so its not worth the hassle	Nov 15, 2012 11:16 AM
31	There is no means of enforcing the rules quickly and the main contractors know this and hold sub contractors to ransom	Nov 15, 2012 11:16 AM
32	The resources of most smaller companies are limited, the time involved when chasing up payments is considerable, the cost of litigation precludes that route.	Nov 15, 2012 11:16 AM

**Page 2, Q6. Do you think that the remedies available to get paid the correct amount and on time, such as the Construction Act, adjudication or litigation are;**

33	Ultimately you run the risk of losing work - if they pay 10 days late, what recourse do you have ??	Nov 15, 2012 11:15 AM
34	i beleive in Germany it is against the law the make you wait for payment longer than 30 days . why isnt this peice of "harminisation" intruduced here !	Nov 15, 2012 11:15 AM
35	They are ignored at the working level - and daunting to most who should press their case	Nov 15, 2012 11:14 AM
36	Expensive and costly , hence any sums from £1 up to say £9 k approx will perhaps be unlikely to reach adjudication or litigation due to cost , time involved ,legal knowledge combined with the fact that getting every thing down in writing , during every single day as well as photos and other evidence to prove you are right as expected can be very difficult.Construction companys carrying out proven / unfair payment or deduction practices need to be publisise for all to see somewhere and maybe struck off a list like any other industry. How can it be right to try and avoid payments and make fraudulent cost claims and deducts just so to improve profits or cover up for own poor management of contracts without being penilised or punished i.e fines etc in any way ?	Nov 15, 2012 11:12 AM
37	Too Expensive - Often it is £5 - £15k in dispute, and even a simple adjudication will cost at least £8000. A simple streamlined & fast process is required for disputes under £20,000.	Nov 15, 2012 11:11 AM
38	Main Contractors ignore them and Sub-contractors are scared to enforce them for the fear of getting no further business from them. Repeat business is essential in the running of a small business.	Nov 15, 2012 11:10 AM
39	Main Contractors ignore the ACT, the update has made a small impact !	Nov 15, 2012 11:08 AM
40	It all takes too long and is too expensive. Small businesses do not have the means to pay the legal fees or wait weeks for payment	Nov 15, 2012 11:05 AM
41	cost prohibitive main contractors challange descisions the loose time scale main contractors use this as a way of cash flowing their company and know it adds pressure to sub contractors cash flow , for wjich they will become desperate and make a deal	Nov 15, 2012 10:53 AM
42	To time consuming. Contractors will usually find any excuse no matter how flimsy to defend themselves. No one willingly goes through arbitration / litigation without knowing they may still not recover all their debt no matter how ligitimate their claim.	Nov 15, 2012 10:44 AM
43	Because the bottom line is, it has to be a lot of money for you to adjudicate and get in a war; if main contractors stopped trying to get things for free or at less than they are wroth then we wouldn't have so much of a problem. If they send you a notice correctly and create a dispute there is little recourse than negotiation	Nov 15, 2012 10:44 AM
44	Every one ignores them	Nov 15, 2012 10:35 AM
45	Majority of us seek to develop a working relationship whereby we seek continuity of work, the main contractor / client is aware of this, consequently we are at their mercy with regard to terms and rates, especially with the effect current economic climate being as weak as it is, nobody wants to offend a client by making demands even though they are justified	Nov 15, 2012 10:29 AM

**Page 2, Q6. Do you think that the remedies available to get paid the correct amount and on time, such as the Construction Act, adjudication or litigation are;**

46	There needs to be more rights for the sub contractor to ensure that they have access to the information about payment dates in order that they can be sure that payment is on time or not and then take the appropriate action if necessary. Many main contractors don;t tell teh truth about payment dates	Nov 15, 2012 10:29 AM
47	Late/incorrect/non payments put small businesses in danger of collapse, and it is happening too often	Nov 15, 2012 10:24 AM
48	Adjudication takes a long time, takes a lot of effort and even if ruled in our favour we have still ended up going to court to get the payment.	Nov 15, 2012 10:19 AM
49	This is a difficult as some remedies are effective, however in the main Contractors abuse the system for its own end. Some contractors withhold large payments on the basis that they can drive the subbie out of business.	Nov 15, 2012 10:18 AM
50	The market is flat, most of our work comes from regular customers. If we use Construction Act or god forbid even quote it we won't get more work. The new retention rules have made getting this from Contractors worse as they all amend contracts now write in a delay release from PC of sub or main contract by a number of months/years	Nov 15, 2012 10:09 AM
51	If a company doesn't want to pay they are fully aware they can drag it out without any consequence other than reputation as a bad payer. But as an industry we don't stand up enough to this and there will always be someone else ready to work for them.	Nov 15, 2012 10:06 AM
52	It needs more bite as it just gets ignored. What is needed is a major change in attitude with the main contractors of all sizes.	Nov 15, 2012 10:04 AM
53	No balls!	Nov 15, 2012 9:58 AM
54	There needs to be an independent body set up that main contractors must respond to under penalty if they fail to.	Nov 15, 2012 9:56 AM
55	Because to get settlement takes considerably longer and kills cash flow	Nov 15, 2012 9:54 AM
56	In my experience I found the process to be time consuming and extremely expensive, eventually being advised by our legal representation to settle, after all legal costs were settled not a great return for what amounted to eighteen months of withheld amounts and the associated stress. I believe there should be some sort of mechanism to apply proper punitive damages to the main contractor as in my case I was advised by counsel that we would 'probably win' however where there exists a slight doubt and given the extortionate legal cost involved in pursuing the matter through court, after being found in favour as part of the ADR, I was not prepared to spend further thousands in the pursuit of justice.	Nov 15, 2012 9:52 AM
57	Many surveyors do not take the requirement to advise valuations in the correct time frame seriously and have to be chased to provide figures and payments. You challenge at the peril of losing further contracts. Often additional discount is requested at the end of a contract to finalize the account quickly (not ususally any quicker than the contract states)	Nov 15, 2012 9:51 AM
58	Main Contractors use subs n suppliers to bankroll the contract, then screw you to maintain their margins.The UK needs to copy and introduce Californian contract State Laws.	Nov 15, 2012 9:50 AM

**Page 2, Q6. Do you think that the remedies available to get paid the correct amount and on time, such as the Construction Act, adjudication or litigation are;**

59	In theory the construction act should work as intended, in reality however the lack of understanding at 'grass roots' level from all parties means that it is rarely used.	Nov 15, 2012 9:46 AM
60	Not entirely familiar with this but it seems that PCs will create their own terms to suit them still.	Nov 15, 2012 9:41 AM
61	the cost of pursuing a case the time it takes makes inaccessible to small companies	Nov 15, 2012 9:40 AM
62	I would need my accounts staff to reply accurately on this point.	Nov 15, 2012 9:35 AM
63	Usually by the time it takes to go through the process, firstly chasing, then issuing 7 day letter, then at least 35 days for adjudication procedure, the offending contractor has paid.	Nov 15, 2012 9:28 AM
64	Not enough protection against bad practices. The current laws allow MC's to use 'legal' practices to withhold monies, especially on variations. It also takes too long using legal procedures to get paid, as once the MC knows you are taking that route, you won't get anything until the legal process has run it's course, and by then it would probably be too late and insolvency would have resulted, therefore most firms are forced into 'dutch auctions' at final account, giving away hard earned & vital profits just to remain solvent. This leads to companies constantly surviving 'on the breadline' with no opportunity to expand should the opportunities arise. This is why the whole of the construction industry is stagnating for smaller specialist sub-contractors and when the economic tide eventually changes, it will take a very long time for things to turn around for them, and even then some will probably fall into the trap of expanding too quickly which will result in further company failures.	Nov 15, 2012 9:28 AM
65	We can't afford to go to litigation because this is cost that are not in on jobs.	Nov 15, 2012 9:28 AM
66	Not time/cost effective for small firms.	Nov 15, 2012 9:27 AM
67	if you took a suit against a poor payer you would be blacklisted by them and other contractors	Nov 15, 2012 9:15 AM
68	We have to keep prices low and this means working with the very minimum amount of staff. Commercial managers are very expensive and claims consultants are also very expensive which we inevitably have to pay for.	Nov 15, 2012 9:13 AM
69	a legally enforceable limit on payment terms should be instigated. e.g. Max 45 days	Nov 15, 2012 9:11 AM
70	They don't allow small contractors to challenge the dates contractors set as payment terms, nor do they do anything to help us get paid when the payment is late	Nov 15, 2012 9:11 AM
71	you always have to chase and are given all types of excuses	Nov 15, 2012 9:07 AM
72	Main contractors think the one part of the contract that does not apply is the payment period terms. Yet if we arrived 1 day late to start a project, god help us!	Nov 15, 2012 8:58 AM
73	Too expensive /the process takes too long	Nov 15, 2012 8:11 AM
74	no weight behind them clients laugh if you threaten them with action, yet	Nov 14, 2012 5:06 PM



**Page 2, Q6. Do you think that the remedies available to get paid the correct amount and on time, such as the Construction Act, adjudication or litigation are;**

	more time wasted trying to get what is owed	
75	main contractors still dictate the terms	Nov 14, 2012 2:39 PM
76	We work at the contract end, so don't have an option of giving notice for non payment, so to give notice withdraw our labour would give rise to LADs for the project team. Often there is no time for our works left in the program.	Nov 14, 2012 10:23 AM
77	It's very easy for main contractors to invent problems and reasons for non or late payment. Legal fees make it too expensive to chase non or late payment.	Nov 13, 2012 4:29 PM
78	While the late payments legislation is there it is very little known about nor always clear to understand. The interest rates applied to late payments would lead to negligible gains for me but I didn't realise until recently there is an additional charge simply for it being late of £40 for invoices up to £1000 (I think) - that makes it more worthwhile challenging and following up compared to the few quid the interest leads to. That doesn't compensate for the charges incurred for charges for being overdrawn or late yourself because the invoices you've put out aren't paid on time.	Nov 13, 2012 2:00 PM
79	The system lacks an easy remedy or overseeing body to which complaints could be made.	Nov 13, 2012 1:21 PM
80	Contractors just use the challenge provisions of the Act to slow payment.	Nov 13, 2012 10:55 AM
81	Ignored by main contractors	Nov 12, 2012 8:53 PM
82	Completely ignored and yet go unaddressed	Nov 12, 2012 7:44 PM
83	Adjudication is now in the hands of the legal eagles the small man cannot compete because of the fees involved & cannot compete	Nov 12, 2012 5:49 PM



**Page 2, Q7. If you had 30 seconds with the minister in charge of business, what would you ask him to change in the construction sector in order to help the economy?**

1	1. Standardise main contract terms, removing unfair terms. 2. Get Main Contractors to measure the number of their sub contractors going out of business each year or each project.	Nov 21, 2012 5:13 PM
2	Promote the Scheme for Construction Contracts - focus on the numerous smaller contractors. Consider setting up an initial fund to provide training to smaller contractors to understand how disputes can be raised and to encourage routine referral of disputes to adjudication	Nov 21, 2012 4:10 PM
3	Help small businesses in construction !!! Too much cake going to the big boys as too many small public sector projects are now mopped up in Frameworks and term contracts, which become the happy feeding ground for a select few national players. Whilst accepted that for example most maintenance should be term or framework, for smaller value new build or improvement projects many authorities have moved away from spot tenders preferring the easy life and the often more costly option of wrapping them up in a framework or term deal. Used to be dressed up as 'best value' but has resulted in many small construction businesses missing out on what used to be a reasonable contribution to turnover. Spot competitive tenders were the most cost effective way of spending tax payers money and spreading the workload in a fairer manner. For local authority work the local smaller suppliers and businesses benefit which in turn benefits the local and national economy. For all spend put all new build and improvement projects out to tender on an individual basis to a rolling selection of 6 construction line accredited contractors with confirmed local offices using confirmed local labour.	Nov 21, 2012 1:19 PM
4	The health and safety is out of control ,They are new safety cards coming on market every day ,can not keep up with them ,plus the money for the tests ,were does the money go ,its a scam and we can not afford to pay out for them in this economy ,let alone afford to live , with been in and out of work all time . its EVIL	Nov 20, 2012 6:59 PM
5	ensure it was legal bidding and punished should payment terms be broken	Nov 20, 2012 6:24 PM
6	Rid of retentions, corrections in CIS deductions to be made THAT month not end of year.	Nov 20, 2012 11:51 AM
7	Never a problem to us but perhaps contract bank accounts to ensure payment on time	Nov 19, 2012 4:44 PM
8	Order the big boys to pay the little boys to save the industry, because if the little boys go under there is no one there for the big boys to use or abuse	Nov 19, 2012 4:21 PM
9	To ensure main contractors use British workers primarily, keeping the money in the UK, thereby boosting the economy.	Nov 19, 2012 2:05 PM
10	cis cash flow burden and hidden t&c that hide the real payment through valuation dates and 15 valuation periods	Nov 19, 2012 10:38 AM
11	Rention against sub-contractors should be removed	Nov 19, 2012 10:23 AM
12	Remove the ability of the M/C to mess about with payments. 30 days payment, without fail if applications are submitted in time and deal with variations properly and fairly within the 30 days. Simple - I have to do it with my labour onllys and suppliers.	Nov 17, 2012 2:09 PM

**Page 2, Q7. If you had 30 seconds with the minister in charge of business, what would you ask him to change in the construction sector in order to help the economy?**

13	compulsory 30 day payment terms	Nov 16, 2012 12:13 PM
14	Stop this big business mentality. Stop these public sector frameworks	Nov 16, 2012 10:27 AM
15	Bring forward more investment in Public Sector Work.	Nov 16, 2012 9:32 AM
16	re introduce where companies get paid for employing apprentices	Nov 16, 2012 8:52 AM
17	Making sure that companies get paid and more promptly. Project bank accounts. Stronger powers to act against companies that were clearly insolvent and continued to rack up credit. Its a gravy train for accountancy firms who seem to merely go through the motions when dealing with administrations.	Nov 16, 2012 8:30 AM
18	enforce serious penalties against main contractors for each and every payment delayed beyond 30 days	Nov 16, 2012 6:29 AM
19	To remove self billing! all contractors should be held accountable,large or small	Nov 15, 2012 8:55 PM
20	Invest in housebuilding	Nov 15, 2012 8:26 PM
21	A simple law that it is agains the law to pay after 30 days. Any disputs should be backed up with evidence and not be made up.	Nov 15, 2012 7:48 PM
22	Simplify Public Contracts that are so blatantly in favour of the Main Contractor and allow the small contractor some rights, at least to retain their own terms and conditions.	Nov 15, 2012 7:19 PM
23	There should be a fast track adjudication service which can make quick decisions on whether there is just cause for non-payment and, if not order imediate settlement. If there is cause, he should assess the value of the disputed work and award payment of all other outstanding money, while the disputed work is resolved.	Nov 15, 2012 7:18 PM
24	A fair even playing table	Nov 15, 2012 7:18 PM
25	Make a concerted effort to help us in any way he can but it has to be positive reaction not time consumeing non productive reteric	Nov 15, 2012 7:02 PM
26	Remove cheap overseas labour to give the companies who employ British labour a chance.	Nov 15, 2012 6:55 PM
27	We are a new joinery company who have over the last 12 months developed our Buisness by spending a lot of money on things like constructionline and CHAS etc. we did this in the hope that we can be seen as a more reputable company and hopefully be offered more work. We recieved tenders from some large contractors and provided a bid on the works. We hd no feed back from any and find it difficult to develop our company When we don't recieve any acnolgement. Why are these larger companies not encouraged to help new businesses win local contracts and support them with good payment terms. It seems that councils etc brag on about "resource local labour" but nothing is done to ensure this managed and checked. We have so much to offer and little help from large contractors local councils etc. This is why the construction industry is struggling. Not enough being done to ensure smaller companies recieve local works and it isn't given to the usual suspects. Dale holt Director Excelsior joinery contractors limited.	Nov 15, 2012 6:32 PM

**Page 2, Q7. If you had 30 seconds with the minister in charge of business, what would you ask him to change in the construction sector in order to help the economy?**

28	Regulate the principal contractors more thoroughly and ensure they only use approved sub contractors	Nov 15, 2012 5:52 PM
29	The whole construction sector and how contracts are administered.	Nov 15, 2012 4:50 PM
30	Stop the next wave of eastern european immigrants from Bulgaria and Romania who will undercut English workers.	Nov 15, 2012 4:09 PM
31	Introduce project banks where the client deposits money to pay for the project and a 3rd party distributes it to the main contractor and subbies on the proper dates. This would help insolvencies caused by MC with holding due payments causing failures.	Nov 15, 2012 3:19 PM
32	Get rid of mcd & Set a standard payment term of 30 days. Late payments should have index linked interest.	Nov 15, 2012 3:13 PM
33	Stop big companies using armies of quantity surveyors whose job it seems is knock money off your bill or at the very least delay payment for as long as possible.	Nov 15, 2012 3:07 PM
34	Improvements to cashflow and the payment process	Nov 15, 2012 2:58 PM
35	Be able to fine contractors for late payment, recover bank charges caused by the same, and be able to charge interest on.	Nov 15, 2012 2:00 PM
36	Demand that accounts are passed and cleared for payments within 10 days of being sent in by subcontractor.and if not then main contractors are fined large amounts.	Nov 15, 2012 1:53 PM
37	Payment terms and remove retention	Nov 15, 2012 1:48 PM
38	Get rid of the 'red tape'. our engineers spend between 3 - 4 hours every day on H&S, site certification, schedules, access information requirements and on and on... End result two weeks work took 4 weeks to complete. We will adapt out pricing to reflect this in the future.	Nov 15, 2012 1:39 PM
39	Introduce Project Bank Accounts to assist sub-sub-contracators (in fact all sub-contractors) who are at the bottom of the food chain and who are left to try and sustain the costs incurred at higher level through camouflaged inefficiencies.	Nov 15, 2012 1:24 PM
40	Compusory contract payments with meaningful penalties	Nov 15, 2012 12:23 PM
41	Copy the US model where MCs only get paid by the client when they prove all subbies have been paid	Nov 15, 2012 12:07 PM
42	In relation to prompt payment - introduction of penalty schemes for main contractors which can be retrospectively assessed after project completion whereby a subcontractor can submit details of actual payment received dates compared to the subcontract schedule (as long as the subcontractor has met the all application for payment conditions). Main Contractors would than be forced to compensate the subcontractor his loss of interest on late payment and in addition the main contractor would be penalised financially or by damage of reputation by way of public notification in trade journals.	Nov 15, 2012 12:07 PM
43	Transparency, standardisation of terms, No flexibility on payment terms and more importantly strict rules regarding the right to withhold monies	Nov 15, 2012 12:03 PM

**Page 2, Q7. If you had 30 seconds with the minister in charge of business, what would you ask him to change in the construction sector in order to help the economy?**

44	Cut out all of the current loop holes in most everyday contracts to ensure payments are made in a timely manner and recognise the importance of all subcontracting companies within the overall supply chain.	Nov 15, 2012 11:40 AM
45	Why the contractors selected to work on public sector construction can still pay 45 days plus, why should the finance initiative be funded by the sub contractor ?	Nov 15, 2012 11:37 AM
46	Stop awarding Contracts to Main Contractors who are known to religiously pay their supply chain late !	Nov 15, 2012 11:30 AM
47	Pass Statute to make compulsory use of non amended contract forms standard for whole of the construction industry.	Nov 15, 2012 11:20 AM
48	More investment from the Government, make it easier to borrow	Nov 15, 2012 11:16 AM
49	Stop main contractors using the sub-contractors as free banking. Stop retentions and reduce VAT to stop flourishing black market.	Nov 15, 2012 11:16 AM
50	Cut out the inordinate amount of paperwork involved when chasing contracts initially, if payments are not to be made, legally oblige the main contractor to place the funds in a third party (preferably government run) account so there is no financial benefit if not paying and implement a simple claims arbitration system which is quick and inexpensive	Nov 15, 2012 11:16 AM
51	Ban retention and fix payment terms at 30 days	Nov 15, 2012 11:15 AM
52	as above the introduction of payment within 30 days as a law.	Nov 15, 2012 11:15 AM
53	Return to the simple concept of standard contracts and design commissions that applied pre-Thatcher where the architect headed the design team - and was responsible to the Client. The main contractor headed the construction team - and was supervised by the design team.	Nov 15, 2012 11:14 AM
54	Make it common practice for sub-contractors to charge interest on payments due after 30 days.	Nov 15, 2012 11:12 AM
55	provision of social housing needed for industry and families	Nov 15, 2012 11:12 AM
56	Proably the culture of industry. Every one should have the same objectives and people working within the indusrty having to follow guides of fair practises. There must be more shame and a ciulture that looks at unfair paractises as criminal and not just fair game if you stitch your customer or contractors up. Respect and honesty would be a requirement of everyone and the chance to expose those who wish to operate as a back street trader.	Nov 15, 2012 11:12 AM
57	Abolish retentions. No other industry sector has them. Extend Simple Adjudication process to include challenges to Interim Contract payments & Delays see below.	Nov 15, 2012 11:11 AM
58	Increase local authority budgets for works. We have seen a decline in local authority works which has also hit us and other Main Contractors & Subcontractors in the pocket which of course leads to companies downsizing accordingly.	Nov 15, 2012 11:10 AM
59	I would have to ask him who advises him upon the Construction sector. Is he talking with grass roots or people who think they recall how the industry is at	Nov 15, 2012 11:08 AM

**Page 2, Q7. If you had 30 seconds with the minister in charge of business, what would you ask him to change in the construction sector in order to help the economy?**

	present ? I would need to understand how they work before i could comment upon how they can improve !	
60	It is understandably a very difficult industry to police, but they need to find a way of bringing the perpetrators to task, and hitting them where it hurts - their bottom line	Nov 15, 2012 11:05 AM
61	fine contractors which do not p[ay to the agreed time and with the correct value. stop them working for government / local authority controlled projects	Nov 15, 2012 10:53 AM
62	Change the law to force Contractors to accept their contractual obligations rather pass them onto the sub-contractor. Stop No win no fee opportunist legal firms touting for business. This is the reason everyone is passing the buck.	Nov 15, 2012 10:44 AM
63	Complaints committee that has some power over main contractors that subcontractors can complain to	Nov 15, 2012 10:44 AM
64	Set out milestone payments, monies paid on time and remove retentions	Nov 15, 2012 10:37 AM
65	To be able to place clients/main contractors on 'STOP' for late/reduced payments. Abolish retentions.	Nov 15, 2012 10:35 AM
66	There is no point in creating new business, unless it is only available for the current workforce, if and when it is nessecary to employ non resident labour due to the increase in the current work stream then do so with stricter conditions otherwise the client will expect you to take advantage of their low work rates which is only possible due to the living conditions they are prepared to endue whilst working on a temporary basis. Must businesses have invested time and Money in training and developing skilled tradesmen in building a successful reputation, so when the client reads there is a so called glut of foriegn labour we are expected to take advantage of their lower rates of pay,which in turn we have to past those savings onto the client whereby squeezing out of employment our own skilled tradesmen to satisfy these unreasonable demands	Nov 15, 2012 10:29 AM
67	Get a grip of local council methods of issuing work - they are the biggest bullies of all - see Edinburgh council statutory notice scandals!!!	Nov 15, 2012 10:29 AM
68	Remove vat for home owners on refurbishments/extensions	Nov 15, 2012 10:24 AM
69	Put a system in place to ensure payments made on time and punish (exclude from major contracts) persistent abusers.	Nov 15, 2012 10:19 AM
70	Certainty of payment Ask him as to why he thinks only a handful of main contractors have gone bust (and then only medium sized ones) and as to why thousands of subcontractors have gone bust. Are the subbies that poor at contracting - I think not.	Nov 15, 2012 10:18 AM
71	Make it madatory for all main contractors to pay within 30 days	Nov 15, 2012 10:10 AM
72	It's the hardest thing to fix, the economy needs to be stimulated, work created. Main Contractors fighting for work are going in on negative margins which just makes life a a specialist more difficult as the pain gets passed down the supply chain	Nov 15, 2012 10:09 AM
73	Cut down on middle management appointments such as MC's that suck out	Nov 15, 2012 10:08 AM

**Page 2, Q7. If you had 30 seconds with the minister in charge of business, what would you ask him to change in the construction sector in order to help the economy?**

	the profit and hawk the tenders around every tom dick and harry until they get a rock bottom price.	
74	The Construction industry always has and always will suffer from peaks and troughs. There must be some Government projects that can be brought forward to reduce the troughs. I'm convinced this would ultimately provide better value for money to the Taxpayer for the project and reduce unemployment and associated costs.	Nov 15, 2012 10:06 AM
75	Help the SME companies get on with doing the work by coming down on the Sharpe practices of main contractors and also cutting out some of the government red tape with regards employment, tax and health and safety.	Nov 15, 2012 10:04 AM
76	Grow some, and get businesses working together, money moving round, and cease the money retention practices and penalise those contractors that behave in this way	Nov 15, 2012 9:58 AM
77	All monies must be in place before projects begin. The use of sub-contractors working from there van with no place of business or employees should be classed as employees and pay into the construction industries pension fund including sick pay and contributing to the social welfare system.	Nov 15, 2012 9:56 AM
78	Mandatory 30 day payment for all the supply chain and removal or protection of MCD and retentions	Nov 15, 2012 9:54 AM
79	The way that your claim for Payment can be altered by the Main Contractor and the Rules on Retention Release. Having to wait on other Trades rectifying Defects till you get paid.	Nov 15, 2012 9:53 AM
80	Enforce 30 day payments for public works to filter down to sub contractors, penalising main contractors who do not pass this on.	Nov 15, 2012 9:51 AM
81	Uniformed standard terms within every contract. Make a charge for every tender that is priced. Fair payment options Payment terms no longer than 30 days for any contract. Abolish "on account" payments and ensure that each application for payment is agreed and paid on time. Abolish the "no amendments may be made to this contract" - if you want the job you will do it on our terms! Onerous terms and conditions (many pages of them)in contracts are used successfully by Main Contractors as get out clauses for payment.	Nov 15, 2012 9:51 AM
82	Massively increase public spending on infrastructure, abolish CIS tax as you are classed as a tax evader before you ever start up in the industry!	Nov 15, 2012 9:50 AM
83	bring in law to ensure 30 day payment was achievable and increase the rights of specialist sub contractors to with draw there services if payment certificates were not being issued on time with clear reasons for any withholding	Nov 15, 2012 9:49 AM
84	Specialist industry specific (temporary) tax relief for industries in decline. Tax relief for capital purchases and government underwriting of loans for capital purchases at a lower rate.	Nov 15, 2012 9:46 AM
85	Offer more contracts to smaller companies. Some of the bigger ones are a total nightmare to work for.The smaller companies give better service.	Nov 15, 2012 9:41 AM
86	Reduce vat for refurbishment work so that vat registered companies have an	Nov 15, 2012 9:40 AM



**Page 2, Q7. If you had 30 seconds with the minister in charge of business, what would you ask him to change in the construction sector in order to help the economy?**

	advantage	
87	Improve payments, remove retention and get Britain building!	Nov 15, 2012 9:39 AM
88	If we all settled our invoices with a 30 day period, the countries cash flow would improve, forecasting will once again become an accurate tool. If we all do it the competitive edges created are removed.	Nov 15, 2012 9:35 AM
89	Make funds available for SMEs without involving banks who despite what they say are not interested in lending money.	Nov 15, 2012 9:33 AM
90	Ensure main contractors are not taking advantage of stretched market by demanding unfair terms and settling accounts late	Nov 15, 2012 9:33 AM
91	Make 30 day payment a statutory obligation	Nov 15, 2012 9:28 AM
92	Contract Law - all monies for construction projects should be held in escrow accounts with payments paid directly to the sub-contractors on issue of a valid payment certificate so that the MC's cannot 'play' with other peoples money, which is what happens at present. We don't want anything we don't deserve, just to be paid what we are legitimately owed on time!!	Nov 15, 2012 9:28 AM
93	They need to get the banks to use there overdrafts as working capital. In the construction industry its the only way we can survive. They also need to make main contractors pay retentions and not have us waiting in some cases upto 3 years.	Nov 15, 2012 9:28 AM
94	Accountability of large firms - naming and shaming.	Nov 15, 2012 9:27 AM
95	faster planning. more public sector schemes. incentives for developers of ghost/brownfield sites especially town/city centre	Nov 15, 2012 9:15 AM
96	Cut out a lot of the red tape involved in the PQQ process.	Nov 15, 2012 9:13 AM
97	To make sure the MCG group treated their subcontractors fairly and stopped making their margins from sending contractors under. They all have a multitude of commercial managers who fight their corners to our detriment. They bully us into accepting contracts that are unworkable at costs without margin.	Nov 15, 2012 9:13 AM
98	Scrap retentions	Nov 15, 2012 9:11 AM
99	Mandatory 30 day payment	Nov 15, 2012 9:11 AM
100	lower V.A.T and don't raise the V.A.T for heritage buildings and works which is coming into force soon.	Nov 15, 2012 9:07 AM
101	make sure timely payments are made to subcontractors all the way down the line	Nov 15, 2012 9:04 AM
102	Encourage a more cooperative attitude to construction	Nov 15, 2012 9:03 AM
103	Reduce red tap, taxes, and encourage investment.	Nov 15, 2012 8:58 AM
104	Obviously invest in more infrastructure construction work, as it is shown that investment in Construction helps the economy grow as a large proportion of the investment is in wages, resulting in higher tax revenues and increased	Nov 15, 2012 8:56 AM

**Page 2, Q7. If you had 30 seconds with the minister in charge of business, what would you ask him to change in the construction sector in order to help the economy?**

	retail spending as a direct result	
105	Most major main contractors have the attitude that "we're bigger than you so we can act how we want". They should be fined for slow payments and under-payments to sub-contractors	Nov 15, 2012 8:53 AM
106	Payment terms	Nov 15, 2012 8:52 AM
107	Payment within 14 days. This would increase cash flow thus enabling everyone to get paid and reinvest their money into the economy	Nov 15, 2012 8:36 AM
108	Simplify procurement (Public sector)	Nov 15, 2012 8:11 AM
109	Cut red tape and greedy council payments for planning permission	Nov 14, 2012 5:06 PM
110	to cancel council main frame agreements so small buissnes can go back to working direct with local councils.	Nov 14, 2012 2:39 PM
111	No quick fix, but for subbies the issue is fair treatment	Nov 14, 2012 10:30 AM
112	For existing contracts to be scrapped as totally unsuitable as they destroy relationships & supply chains. Consider paying all parties directly as equals & contract to encourage strong relationships.	Nov 14, 2012 10:23 AM
113	Pump more money in to a capital building program, with special preference given to local businesses to undertake the work.	Nov 14, 2012 8:57 AM
114	Start regenerating poor areas in t inner city's.	Nov 13, 2012 10:01 PM
115	Make it statutory that main contrators pay within thirty days and impose percentage fines for late payments.	Nov 13, 2012 4:29 PM
116	The way local councils seem to hae a closed shop on new contractors	Nov 13, 2012 3:37 PM
117	Doesn't this apply beyond the construction industry as well? Why just focus on that. Late payment is an issue everywhere. I'd say do an effective advertising campaign to indicate that the law is there and that late payment is nationally an unacceptable practise.....and not just in the construction industry.	Nov 13, 2012 2:00 PM
118	Start getting infrastructure projects, including social housing, health, education etc underway	Nov 13, 2012 1:21 PM
119	Introduce provisions that allow the supply chain to approach the end user/ultimate client for payment where the main contractor is not paying	Nov 13, 2012 10:55 AM
120	Easier access to funding	Nov 12, 2012 8:53 PM
121	Stop the monopoly of uk construction big business	Nov 12, 2012 8:21 PM
122	Enforce the payment terms in all, especially hybrid, terms & conditions	Nov 12, 2012 5:49 PM
123	Reduce or Zero rate VAT on construction projects. Reduce NI contributions for companies. Reduce tax on fuel and inject more capital into construction generally. Reduce red tape in H&S and construction generally.	Nov 12, 2012 3:56 PM
124	Fair payment terms, fair contract terms, agreement that all variations when	Nov 12, 2012 11:50 AM

**Page 2, Q7. If you had 30 seconds with the minister in charge of business, what would you ask him to change in the construction sector in order to help the economy?**

costed and submitted are agreed immediately and not negotiated at the end.



**Page 2, Q8. If you had 30 seconds with the chief executive of any of the major main contractors what would you ask them to change and why?**

1	Stop their Q.S's subby bashing, and finding spurious reasons to reduce payments. Employ people who know how to build.	Nov 21, 2012 5:13 PM
2	Change attitudes within their business - old school approach to procurement of subcons is not the way forward.	Nov 21, 2012 4:10 PM
3	To change the subcontracting ethos and culture from stitch up with onerous contracts, dutch auctions and screwing to gain margin to one of partnership, open book, (with performance monitoring and review) to inevitably work properly as a team to ultimately share the pain and gain.	Nov 21, 2012 1:19 PM
4	hiring practices	Nov 20, 2012 6:59 PM
5	Stop putting unnecessary barriers in the way of payments being made, we are the life blood that supplies the hear tof your business, dont cut us off	Nov 20, 2012 6:24 PM
6	Not have 60 day payment terms that stretch to 65 to 68 days. As sub contractors we have already had to pay for labour and materials and our cash flow is seriously tested.	Nov 20, 2012 2:27 PM
7	to give local companies a chance.	Nov 20, 2012 11:51 AM
8	The use of clear and fully substantiated invoicing.	Nov 19, 2012 4:44 PM
9	pay me on time in full so that I am here next time you need my speciality	Nov 19, 2012 4:21 PM
10	Employ British tradesmen! The economy is losing out on billions, as money is sent abroad from foreign labour.	Nov 19, 2012 2:05 PM
11	proget managment and survaying, keep them working on site to geather , to avoid the payment problums after projwct end.	Nov 19, 2012 10:38 AM
12	Same plus don't give 21 year olds the title of commercial manager or senior qs etc. They need to learn their trade not pass exams	Nov 17, 2012 2:09 PM
13	compulsory 30 day payment terms	Nov 16, 2012 12:13 PM
14	create a Fair play policy with a ponits system on effectiveness by an indipendant body	Nov 16, 2012 10:27 AM
15	Reduce the requirement for unecesary paperwork systems that tie up valuable resources for the subbie. This in turn would make it cheaper for subbies to do the work and as such make overall project cost less.	Nov 16, 2012 9:32 AM
16	payment terms	Nov 16, 2012 8:52 AM
17	Look after your supply chain. Most of these big contractors are just management (and marketing) firms securing and managing the work. The supply chain are the ones doing the actual work.	Nov 16, 2012 8:30 AM
18	To ensure their Q.S do their job properly and do not just reduce valuations for the sake of it or because they have not had time to check it.	Nov 16, 2012 6:29 AM
19	all monthly client progress reports to be made available to all under the freedom of information act this will stop them passing badly run projects on the sub contractors	Nov 15, 2012 8:55 PM

**Page 2, Q8. If you had 30 seconds with the chief executive of any of the major main contractors what would you ask them to change and why?**

20	work to lower margins	Nov 15, 2012 8:26 PM
21	stop making excuses on reasons to pay late or to reduce the amount owed.	Nov 15, 2012 7:48 PM
22	Get in touch with whats going on down below, then either condone it or state your position.	Nov 15, 2012 7:19 PM
23	Not to use sub or specialist contractors as sources of cheap finance. Introduce a 30day maximum payment limit unless there are strong reasons for withholding monies in which case release the amount that is not disputed.	Nov 15, 2012 7:18 PM
24	Pay on time and full value. To sudstian business	Nov 15, 2012 7:18 PM
25	Try and put yourself in our position	Nov 15, 2012 7:02 PM
26	Same as above	Nov 15, 2012 6:32 PM
27	Only use approved sub contractors as cowboys are killing the industry	Nov 15, 2012 5:52 PM
28	Their sub contractors for those that are prepared to wait and can afford to finance them.	Nov 15, 2012 4:50 PM
29	Payment terms	Nov 15, 2012 4:09 PM
30	Play the game more fairly and we can all prosper, change your ethos of lets screw the subby.	Nov 15, 2012 3:19 PM
31	Move to the above. Stop QS's from trying to renegotiate rates etc. After the event. Our rates are our rates!	Nov 15, 2012 3:13 PM
32	Shifting of burden of the contract to the lowest point in the supply chain. This is not acknowledging your contractual obligations with your client	Nov 15, 2012 3:11 PM
33	Be more ethical and encourage there managers, QS's to stop ripping us off and act fairly to small companies.	Nov 15, 2012 3:07 PM
34	Quicker payment process, simpler dispute resolution procedures	Nov 15, 2012 2:58 PM
35	Try to build a friendly working patnership rather than a dog eat dog contractual process from day one.	Nov 15, 2012 2:00 PM
36	Get proper supervison on all sites and pay for all extras and changes to contract.	Nov 15, 2012 1:53 PM
37	Payment terms and remove retention	Nov 15, 2012 1:48 PM
38	Simplify the bureaucratic burden on engineers and make H&S real world. It will cut costs and improve safety.	Nov 15, 2012 1:39 PM
39	I would ask them to consider ways in which to improve inefficienec within their organisation that would with reliance upon manipulating payments to sub-contrcators.	Nov 15, 2012 1:24 PM
40	Prompt payment keeps down cost and adds value	Nov 15, 2012 12:23 PM
41	Copy the US model where MCs only get paid by the client when they prove all subbies have been paid	Nov 15, 2012 12:07 PM

**Page 2, Q8. If you had 30 seconds with the chief executive of any of the major main contractors what would you ask them to change and why?**

42	Ethical behaviour focuses strongly within The Chartered Institute of Building (of which many main contractors are chartered companies) - when it comes to paying subcontractors fairly and on time - Where do their ethics disappear to???	Nov 15, 2012 12:07 PM
43	Stop hiding behind endless and pointless documentation, stop creating grey areas and more importantly don't base you budgets on the fact that you can squeeze or even scum sub contractors.	Nov 15, 2012 12:03 PM
44	As above with some mutual respect thrown in for good measure	Nov 15, 2012 11:40 AM
45	Treat subcontractors better, do not always go with the cheapest option beacuse the saying is you get what you pay for. Remember that late/non payment has a knock on effect down the chain and it is always the bottom people who suffer the most	Nov 15, 2012 11:39 AM
46	Profit should be within the contract and not made at the expense of the sub contractor. They need to work with the supply chain and not against it	Nov 15, 2012 11:37 AM
47	Stop using their supply chain to finance their projects as without subbies they could not trade.	Nov 15, 2012 11:30 AM
48	Change their aggressive and confrontational culture towards specialist SME's so a genuine teamwork approach can be made acheived.	Nov 15, 2012 11:20 AM
49	Try to ensure that smaller sub contract firms are not excluded from their standing lists	Nov 15, 2012 11:16 AM
50	Stop using us as a free bank and start treating subs as real people. Stop horse trading tenders after they have won the contract and honour the lowest contractor who priced the work and enabled them to win the contract.	Nov 15, 2012 11:16 AM
51	It would be pointless as the culture is such that their profits come before any other consideration and they know most companies are effectively powerless to challenge them. The only effective challenge would be if all subcontractors refused to work for these companies (similar to the proposed action against selected petrol companies), in the present financial climate I doubt this will happen.	Nov 15, 2012 11:16 AM
52	request them to give us a level playing field	Nov 15, 2012 11:15 AM
53	to stop proffiting from the smaller man and pay a reasonable amount for a job completed on time.	Nov 15, 2012 11:15 AM
54	Replace the financial experts on the main board with construction experts - and re-evaluate the change in their reputation after a couple of projects.	Nov 15, 2012 11:14 AM
55	Get the QS's to take into account quality and service, rather than cheapest being best.	Nov 15, 2012 11:12 AM
56	improve payment terms	Nov 15, 2012 11:12 AM
57	As 8 above , The culture of working practices. Promotion and rewards for fair play - not rewarding staff for screwing the sub-contractor or withholding payments or trying to claw money back from any one who can't offer a good defence or can't find the heart to do battle.In normal life it one not be considered good behaviour !	Nov 15, 2012 11:12 AM

**Page 2, Q8. If you had 30 seconds with the chief executive of any of the major main contractors what would you ask them to change and why?**

58	Please ensure your surveyors abide by the construction act and Issue payment / payless notices on time. Often they are not issued at all, or they are issued at the same time that the payment is being processed, and any subsequent protest is met with the response - "We will sort it out next month".	Nov 15, 2012 11:11 AM
59	Fair payment terms and contract conditions.	Nov 15, 2012 11:10 AM
60	Ask his Teams to work to their own Contract Terms and rules laid out for the Construction Industry.	Nov 15, 2012 11:08 AM
61	They need us as specialists, to complete their projects, so they need to treat us in a proper manner, and pay fairly for the service they are receiving. What they do is no different to sitting down to a sumptuous meal in a restaurant, walking out without paying, and abusing the waiter and chef just for good measure on the way out	Nov 15, 2012 11:05 AM
62	why do your surveyoprs manipulate contract terms and pressurise sub-contractors into accepting less than than they deserve	Nov 15, 2012 10:53 AM
63	Their two for a penny attitude to sub-contractors. Co-operation rather than confrontation would make life easier for everyone.	Nov 15, 2012 10:44 AM
64	Change the way they review tenders that are not compliant with each other and stop useing cheapest price only -long terms costs trying to do a project on the cheap are not helping the main contractors orsubcontractors.	Nov 15, 2012 10:44 AM
65	Ensure fair payment practices and work within the rules of fair payment as already set	Nov 15, 2012 10:37 AM
66	Get rid of excessive contract documentation designed to 'trip' the sub contractor up and make him responsible for problems that were beyond his control.	Nov 15, 2012 10:35 AM
67	Strict terms and conditions for payment, starting with the client which then creates a period chain of 30 day payments through from the client, main contractor, sub contractor right down to the subbies, without exception	Nov 15, 2012 10:29 AM
68	The quality of the surveying staff and the way that they correspond with the sub contractor	Nov 15, 2012 10:29 AM
69	Introduce and adhere to 30 day payment terms	Nov 15, 2012 10:24 AM
70	stop using subbies money to fund your projects. We are getting wise to it and just adding in the interest at quotation stage.	Nov 15, 2012 10:19 AM
71	To see the bigger picture, and ask that his site teams work with the subbies (we are not the enemy). Ask them to be realistic with pricing (its not a race to the bottom). Stop dangling the threat of "you're not the lowest" on the basis that he's managed to find some idiot with a rediculous price who probably couldn't do it for the price any way. Reduce retention or abolish it. Leave contracts as written (not have pages and pages of amendments more volumeness than that of the original contract) Investigate and find out what has happened when a subbie has gone bust on his project (what part had he to play and could he have helped).	Nov 15, 2012 10:18 AM
72	Some of the main contractors terms and conditions as some of them are	Nov 15, 2012 10:10 AM



**Page 2, Q8. If you had 30 seconds with the chief executive of any of the major main contractors what would you ask them to change and why?**

	ridiculous.	
73	Use competent and accredited contractors, we work in Fire Protection a life safety trade and we see consistently major Main Contractors place orders with a competitor of ours who has no accreditation in any form, they win all 2hr rated intumescent jobs and they have a reputation for painting not protecting steel. How can we compete with other specialists who have no motive to train or check their own work. I repeat our trade is concerned with Life Safety in Buildings. Let's hope they don't win any more schools.	Nov 15, 2012 10:09 AM
74	Cut down on the number of people in their project teams who cost them plenty and are largely ineffective and under employed. Also to rein in QS's who want to shave off money from the top line as well as the bottom line after they have accepted the tender sum.	Nov 15, 2012 10:08 AM
75	When you choose a contractor purely on the cheapest price do you think you are giving the Client the best value for money. Isn't it better to build relationships with contractors/clients to ensure the appropriate quality of products and workmanship is provided. These better relationships would surely improve profits and rid the need of retentions - another risk to those lowest in the chain.	Nov 15, 2012 10:06 AM
76	Stop trying to send companies bump to boost profits, let's have more "project banks". Look at the incentives paid to employees for profits made on jobs which in turn leads to the "lets screw them on this one ".Oh and made up counter charges don't get me started !!! Get your site managers trained in ,on site construction procedures. To many times poor site management has lead to too many trades on site at the same time getting in each other's way. This is leading to unproductive time on site ,poor workmanship, increased snag items.	Nov 15, 2012 10:04 AM
77	help us to help you make more money, and do not keep ripping subbies off as that is not clever and any idiot can do that....as a CEO you should be a lot smarter than that!	Nov 15, 2012 9:58 AM
78	If there is a dispute with the invoice for completed work it should be dealt with within 10 days or the invoice stands.	Nov 15, 2012 9:56 AM
79	Mandatory 30 day payment for all the supply chain and removal or protection of MCD and retentions	Nov 15, 2012 9:54 AM
80	As above	Nov 15, 2012 9:53 AM
81	The decision to postpone/cancel public spending construction projects, as the private sector has been unable to fill this gap, due to various reasons	Nov 15, 2012 9:52 AM
82	Work more in partnership with sub contractors, by placing orders earlier and involving the specialist contracotrs more at the design stage to VE where possible to the advantage of all. This would help plan for workloads further in advance and stop the constant driving down of rates to the lowest possible level. By taking all the profit out of work they end up with a poorer job,sub contractors going bust, and skilled labour leaving the industry to detriment of all.	Nov 15, 2012 9:51 AM
83	Abolish "subbie bashing" culture. Payment terms no longer than 30 days. Do not take on jobs for a loss and then make your profit by deductions from the subcontractors. Do not invent contra charges in order to reduce applications	Nov 15, 2012 9:51 AM

**Page 2, Q8. If you had 30 seconds with the chief executive of any of the major main contractors what would you ask them to change and why?**

	for payment. Abolish "on account" payments and ensure that each application is agreed and paid on time. This would reduce the "final account" slashing culture.	
84	I would ask him/her to make it company policy to respect all subs n suppliers to the level shown towards their own families, would they abuse their own families in such a manner? if they did it would be criminal!	Nov 15, 2012 9:50 AM
85	payment terms and fair assesments of variations rather than only paying if they get paid culture which is in the industry at the moment	Nov 15, 2012 9:49 AM
86	Stop running their companies through QSs who have little knowledge of how to run jobs and who rarely care about quality only balance sheets.	Nov 15, 2012 9:41 AM
87	Payment terms	Nov 15, 2012 9:40 AM
88	Insist that 30 day payments are standard and that these are passed down the chain	Nov 15, 2012 9:39 AM
89	What do you do with all the retention monies you hold back and how much revenue does this generate for your business. In procurement why not drill down and see what a supplier has to offer in 'the round' rather than who's the cheapest. Why does construction management have to become so legalistic and documented. If projects are run on a professional basis fundamental 'arse covering' activities become redundant.	Nov 15, 2012 9:35 AM
90	To recognise that subcontractors have a right to expect to be paid according to their terms and conditions NOT the main contractors. They have no right to use SMEs to bankroll their projects until they decide they should be paid and once t&cs agreed they do not have the right to change them to suit themselves without negotiating with the subcontractor. They are in breach of contract yet the subcontractor is made to feel like they are being unreasonable and the implied threat of not working for the main contractor again is always hanging over our heads.	Nov 15, 2012 9:33 AM
91	as above	Nov 15, 2012 9:33 AM
92	Stop negative tendering then trying to recoup profit out of the supply chain and holding on to monies beyond the due payment date.	Nov 15, 2012 9:28 AM
93	To pay specialist sub-contractors under the terms of their respective contracts i.e. the full amount they are owed, on time. Also to press the industry to change it's veiws. We don't need axctually them more than they need us, it should be a reciprocal relationship as the industry would collapse without the correct input from both parties.	Nov 15, 2012 9:28 AM
94	They should be interested in the sub contractors who work for them and culture relationships not this attitude of 'we can ride roughshod over them' because there is always someone else who can do the job.	Nov 15, 2012 9:28 AM
95	The attitude of estimators/QS that price is the deciding factor, with no importance given to a healthy working relationship.	Nov 15, 2012 9:27 AM
96	Paying within payment terms	Nov 15, 2012 9:15 AM
97	Why does your company employ a huge army of Quantity Surveyors to police your sub-contractors? I would want to know if this was a cost effective	Nov 15, 2012 9:13 AM

**Page 2, Q8. If you had 30 seconds with the chief executive of any of the major main contractors what would you ask them to change and why?**

	strategy for them in the long run given the moral, ethical damage it can do to their business.	
98	To have respect and work closely with their supply chain and understand the constraints we are working under as no one will provide finance as construction is not a sector anyone is backing at present. We cannot invoice discount as applications are not accepted (except Close who only give you 50%) Property prices have fallen by 58% in our area thus we have no collateral to borrow against. They should come and walk in my shoes for a day and see the mountains I have to climb to deliver a contract that they then refuse to pay for at final account.	Nov 15, 2012 9:13 AM
99	stop increasing your profits by subbie bashing	Nov 15, 2012 9:11 AM
100	Sub-contract orders placed prior to commencement on site and stick to the payment terms	Nov 15, 2012 9:11 AM
101	remember that they are dealing with SMS sub contractors who don't have a vast number of office staff to deal with the paper work associated with some contracts and make the paper trail smaller.	Nov 15, 2012 9:07 AM
102	make sure that sub contractors paid sub sub contractors in a proper manner	Nov 15, 2012 9:04 AM
103	Award window contracts to creditworthy responsible window fabricators. Adopt a less combative attitude to business in the construction sector	Nov 15, 2012 9:03 AM
104	Treat subbies fairly. Honour agreements and go for best value rather than price. i.e. practice what you preach rather than allowing accountants and QS's to buy the cheapest products even though it may not be best over-all for the project.	Nov 15, 2012 8:58 AM
105	Issue instructions with an agreed price and honour them at final account stage. Communicate better regarding payments, to reduce wasted time chasing. Restructure retention payments so after defects period, companies with no snags are paid and the ones who do not attend to their snagging are the ones penalised, not all.	Nov 15, 2012 8:56 AM
106	Their payment record - both speed of payment and withholding partial payment	Nov 15, 2012 8:53 AM
107	Payment terms & stopping the issue of spurious claims and contra charges at the last minute!	Nov 15, 2012 8:52 AM
108	Payment terms	Nov 15, 2012 8:36 AM
109	Please comply with the new construction act and give the correct payment notices	Nov 15, 2012 8:11 AM
110	stick to agreed terms and payment times	Nov 14, 2012 5:06 PM
111	to stop all the ridiculous red tape on sites and let the contractors get on with the job.	Nov 14, 2012 2:39 PM
112	i would remind him that they rely upon their subbies for their business and they need to stop bashing them	Nov 14, 2012 10:30 AM

**Page 2, Q8. If you had 30 seconds with the chief executive of any of the major main contractors what would you ask them to change and why?**

113	It would be unrepeatable here but pay up & be honest with us. Give up reading Harry Potter!	Nov 14, 2012 10:23 AM
114	Ask them to always honor their payment terms and not change the goal posts. Smaller companies cannot afford the fee's or the risks associated with a legal dispute and the potential loss of further business.	Nov 14, 2012 8:57 AM
115	Stop QS's running construction jobs as they have no idea what is involved in trying to do a Job and make it pay.	Nov 13, 2012 10:01 PM
116	To pay on time. If there is a reason for non or late payment then state so immediately and don't wait for the subbie to be chasing you for payment until you tell them why you are withholding money. I've had several thousand pounds withheld because there is a query over fifty pounds or so.	Nov 13, 2012 4:29 PM
117	payment terms . quantity surveyers are there to quantify works carried out not rob the poor to keep the rich	Nov 13, 2012 3:37 PM
118	It is inevitable that small businesses will take steps to protect themselves against late payment which has to then feed through to the main contractors so if they pay on time it will decrease their costs too.	Nov 13, 2012 2:00 PM
119	The culture of treating subcontractors as banks particularly on projects that the contractor as "bought" at no or little margin.	Nov 13, 2012 10:55 AM
120	Pay us sooner	Nov 12, 2012 8:53 PM
121	Embrace pure and true partnerships rather than them & us contracts	Nov 12, 2012 8:21 PM
122	Try to appreciate not beat up your supply chain Fairer payment terms & make the specialist subcontractor part of your team	Nov 12, 2012 5:49 PM
123	Pay on time, be fair and reasonable and stop the subbie bashing. Treat specialist contractors as an important part of the building process.	Nov 12, 2012 3:56 PM
124	The culture of squeezing the sub contractors price to suicide levels and then trying to negotiate the final account. Not instructing variations without an agreed price. Openess and honesty, implying there are delays when these are unfounded and unproven but knowing that most small businesses can't afford to fight the claims.	Nov 12, 2012 11:50 AM

**Page 2, Q9. How many people do you employ, and what is your approximate annual turnover?**



**Page 2, Q11. If you have been subjected to any kind of onerous business practices, or have any other thoughts about the industry, please tell us about them below, and we can use them anonymously.**

**If you are prepared to speak with the media anonymously, or go on the record as regards your experiences, please...**

1	Application of unfair L & A D's. Apportionment of blame unfairly. Refusal to answer telephone or e-mails.	Nov 21, 2012 5:13 PM
2	david@davidfahey.co.uk	Nov 21, 2012 2:48 PM
3	not keen but e-mail tbestimate@gmail.com if required	Nov 21, 2012 1:19 PM
4	Retentions need to be abolished.	Nov 20, 2012 2:27 PM
5	aldbourneconstructionltd@yahoo.co.uk	Nov 19, 2012 2:05 PM
6	isg dont work for them	Nov 19, 2012 10:38 AM
7	<p>I thought I would drop you a line about the a school we have worked on in Greater Manchester. We were carrying out the electrical installation works on the project. From Balfour Beatty's point of view the electrical work we have carried out as exceeded all their expectations. We were due to complete the installation works on the 5th May 2012 but it is now likely to be the end of July because of the construction delays. We as a company have progressed our works in accordance with Balfour's programme all the way through the contract to their complete satisfaction. Now they have over run the construction works programme it as caused us substantial delay costs. The problem we are had was Balfour have not paid us the value of our invoice/valuations for the last two months. They will not grant us an extension of time, paid variations and they will not pay us any for delays caused by them. In fact they are insisted we employ more labour outside the contract period to complete the works without payment. They acted amicably throughout the contract, until recently, but we have now seen a different side to them. This contract as caused us financial problems which as been brought to their attention, but they don't seem to care. Because of this problem had to close our business because we were experiencing serious cash flow problems and the bank would not support an extended overdraft for the short fall of payment. What this means to me is that all my family members including my wife, two sons and daughter have lost their jobs and future security. We have traded for over fifty years and employed local people, as many as eighty a couple of years ago. Until last week we employed 30 operatives but this week it is zero because of these unethical practices. I am now aware of several companies who have gone into liquidation relative recently because of the tactics of this company. Offsetting their own risk by subletting works, they can not make profitable when using their own labour, is the way they work. Please note, we are contractually aware of our rights and we could get paid after a long contractual battle which would take months after the project is finished, but by then it will be all too late, and they know it. The final straw was last Friday night when I was asked to meet their contracts manager in the local pub for a pint at 6pm. I was told that if I didn't put labour on site over the weekend there was a chance our payment would not be processed. That's what made my mind up to voluntary wind up the company. I now understand Balfours have re-employed all our supervisors and electricians back on site through a labour agency. There was not a lot left I could do but to put the company into voluntary liquidation before getting too deep in debt and risk losing my house as well as everything else. I thought I better let you know because of all your help you have given us in the past, which as been really appreciated. As much as I would like to cause a fuss I have to look at the welfare of my</p>	Nov 16, 2012 10:27 AM

**Page 2, Q11. If you have been subjected to any kind of onerous business practices, or have any other thoughts about the industry, please tell us about them below, and we can use them anonymously.**

**If you are prepared to speak with the media anonymously, or go on the record as regards your experiences, plea...**

	childrens future employment.	
8	having spoken to numerous sub contractors it is the big boys who never pay what is due there are never any notices to withhold always short against the valuation never pay on time stevehill@sghilldecorators.co.uk	Nov 16, 2012 8:52 AM
9	mjsmith@pyroprotection.co.uk	Nov 16, 2012 8:30 AM
10	surveyingatmildengineering@hotmail.co.uk	Nov 16, 2012 6:29 AM
11	brad@345square.co.uk	Nov 15, 2012 8:55 PM
12	john@edenframe.com	Nov 15, 2012 7:19 PM
13	info@theprojectmaster.com	Nov 15, 2012 7:18 PM
14	dale@excelsior-joinery.co.uk We are prepared to talk to the media or anyone else who will listen Thank you	Nov 15, 2012 6:32 PM
15	A list as long as your arm Contract and Payment Structure Page 1 5/15/2009 How it works at present Not withstanding the differing contracts that can be in place the following is the general rule of thumb practice for sub contractor claims for payment a) We tender for a contract, of which can vary in time from one hour to two to three weeks. Although often it has to be said that from receiving a tender to return date can sometimes be an extremely short period for whatever reason. b) The pressure is always on to return that tender so as not to offend or at worst alienate the enquirer. All of which led to construction companies ending up giving "Covers" of which then became an accepted norm so to speak. This of course led to the more unscrupulous Capitalising on the fact that they may be the only ones in the running for the contract; the rest of course is now history, certainly within Nottinghamshire. But rest assured the rest of the country needs to sit up and take heed as to what has happened within Nottinghamshire because sad to say it is rife within the industry and possibly throughout. It has to be said that what may appear to be a good solution at the time, can and does lead to a very slippery path, no exceptions it would be quite simply naive to think otherwise. Sorry to digress but it all plays a part in the greater picture. So on with the way it works at present the general idea would be that the client or his project manager would go out to a minimum of three building contractors and could be up to possibly as many as nine! As I have personally experienced. This in turn for the sub contract works of which could be spread over several packages would and could mean that each building contractor itself to obtain that all competitive price, goes out for a minimum of three prices. Lets just say that the are four elements to that subcontract package i.e. Painting, mechanical (plumbing and heating) mechanical (refrigeration /ventilation and not forgetting electrical. Obviously it could be split up and drilled down even further. Therefore the scenario so far taking a mean average means that for this one job a possible 25 companies are involved in the tender process. (5 X main contractor plus 5 X 4 sub contractors = 25 companies) this of course precludes sub contractors of the sub contractors! Bearing in mind that the main Contractor has instructed the sub contractors that this is to be a very competitive quotation And "We want the job" and that we must "Sharpen our Pencils" if we are to stand a chance to "Win the works". Once the building contractor has secured the contract it may go one of three ways. Contract	Nov 15, 2012 4:50 PM

**Page 2, Q11. If you have been subjected to any kind of onerous business practices, or have any other thoughts about the industry, please tell us about them below, and we can use them anonymously.**

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and Payment Structure Page 2 5/15/2009 i) If the building contractor is a true partnering contractor i.e. built up a good working relationship with his sub contractors then he will accept the lowest cost submitted by one of his sub contractors, because quite simply that is how he won the original contract. Hopefully the contract proceeds and because of that known previous working experienced relationship the contract can be delivered on time and of course within budget (because everyone is working in unison with one another to achieve a common goal. "Good it is" surprisingly it works! ii) The second course of action by now the "Principle Contractor" is for the estimating department to tell its procurement department that they have secured this contract. Now we go away from contracting rules of play and introduce that wonderful game of "Poker" Whereby the procurement team will call a meeting with by now us "lowly" sub contractors of whom are given the spiel that whilst you were not the lowest "competitive tender" we really want to work with yourselves because we know that through our past experiences that we work well together, you do a good job and do not give us any grief and of course you complete on time as promised. "But" (there is always a "but") you are not the lowest "but if you can match or beat" we of course would much rather work with yourselves to ensure that we can bring this job in on time and budget because we work well as a team! Or what may be said (and of course could be very true) is that "Our client" is over budget, (the client has now just joined the game) although it has to be said that this is often the case but it makes you wonder if they are over budget, who budgeted for that Rolls Royce instead of the Ford Escort. The obvious move would be "what can we take out of the contract", but what invariably you are asked to do that the client is 5 or 10 percent over budget can "we help" and in fairness to the principle contractor they can and are asked frequently the same question. The card table obviously just got bigger! iii) The third option is whereby the "procurement" department really come into their own. This is where their bonuses can be made. "Right chaps" (sub contractors) I am holding up this bone (not much meat on it, it has already been stripped by a previous round of competitive tendering?) "Who wants it? Lowest price gets it". Whatever happened to those good working relationships working well together and pleasing the client? c) "PHEW" got it at last, now we can get down to the task of programming in the works with the principle contractor and of course using our own labour and procuring materials, and, to by now fulfil our contractual obligations (legal terminology now creeping in) this of course can Contract and Payment Structure Page 3 5/15/2009 and will be used in evidence against yourselves at a later stage when "we" fall behind the contracted programme of works. Sorry I could not resist slipping that one in. d) So we make that long awaited start on site albeit three or four weeks late, the sub contract ground worker had difficulty with the sub soil and drainage. Not to worry the principle contractor tells the client that he will still be able to open on time, not a problem we will tell our sub contractors to "Pull their fingers out" and work around the clock if required. Now of course this is where the "Partnering bit" should come into play, but because the dog that got the bone has no meat to chew at, goes down the line of firing off claims followed by counter claims, because by now (even though he has not been able to start the contract) is being levelled with possible "Liquidated Damages" come on everyone keep up! We all signed up to this at that legal stage! What legal stage was the cry? You know when we took that bone and agreed to start although no official sub contract documents had been signed. "What documents"? I will move on at this stage otherwise we will go round in



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circles, and after all this started out as a heading of "Payment Structure" e) So all the problems to one side, we as the sub contractor have now been on site working for four weeks of a twelve week programme, supplying both labour and material. We are then expected to submit a valuation (note not an invoice they have legal implications) this in turn will go across the desk of a QS and also possibly to that of a contract administrator who has to ratify the claim (valuation) Quite right there are a lot of unscrupulous persons and companies about, of whom may lay claim for more than what they have supplied. This process can take anywhere between 14 and 28 days. Sometimes of course (could be called a delaying tactic) the claim is returned saying that they do not agree with the original claim stating only, that they do not agree, or because of this and that ("Please send off proof so that we can review it"). This of course will end in delay of an agreed payment, so the majority of us would settle for the lesser payment because as does and will happen that once the application has been agreed then payment to the sub contractor should be made within the next 14 to 30 days, but as with some contracts a stipulated payment term of between 40 and 60 days from agreement of application. "How long" that is correct, and of course that is providing the principle contractor has had the money in from the client, "Because he cannot pay us until he has been paid" so they tell us. This obviously brings a whole new meaning as to whom we are working for "Client or Principle Contractor" Oh forgive me! I forgot to mention that all important retention and of course the MCD (main contractors discount). Where of course to all those that know! Retention starts off at 5 percent, reducing on final application to 2.5 percent of the contractual sum. Whilst this is held back to act as a guarantee against defects for a 12 month period(not a problem in itself) but it is also held by the client "That's the problem" Yes that's the one who may have had trouble paying the principle contractor for whatever reason or that he has quite simply under funded or overspent so it becomes very easy for them to identify certain ambiguous aspects of the job and so to enable to drag out final practical completion(of which extends the 12month defect period)or at the end of Contract and Payment Structure Page 4 5/15/2009 12months says the principal contractor has not effected all the defects?. All of which means no one finally gets paid or is at high risk that the client could go into liquidation themselves contrived or otherwise. Sorry that it all seems so cynical but it is, because it all happens to often in reality. So just let me re- cap:- We as sub contractors (under certain circumstances similar can apply also to principal contractor) are told:- i) If we want the work you need to cut your price to the bone ii) Once the principle contractor has been awarded the contract very often a subcontractor will be asked to give a further discount of anywhere between 2.5 and 10percent if he wants the work, however this is to be achieved.(This of course depends how desperate we are to keep staff employed?) Oh! And does the client see this saving? I think not. iii) We then can be awarded the work and make a start on it, we work at entirely our cost for 1 month, supply an amount of labour(that is paid weekly) and material that is paid for usually monthly(in arrears) a bit of breathing space one might say. iv) It can then take up to two weeks to a further month for agreement on valuation of the first months work. From there on in any thing between a further 14 days to 60 days before payment is finally received for that first months work, minus of course 5% and then less 2.5% mcd. If taking not so much the worse case scenario but what usually does happen it means that on a three month contract a sub contractor would have finished his works before any payment is received. v) In between time

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we are stopped 5 percent of our claimed for costs. This reduces then to 2.5 percent held by the client for twelve months after whatever is the agreed practical completion date which is not necessarily when we complete but when the client agrees completion. Of which of course can get protracted. vi) Our monies are then kept by the client for twelve months with them getting interest on our capital? Assuming that they have the money in the first place. I realise that most of you know all this....."SOWHY THE BLOODY HELL DON'T WE CHANGE IT" WHY? Contract and Payment Structure Page 5 5/15/2009 What other sector would put up so much money for so long with all the risk that goes with it?? Why should not only sub contractors but also Principle contractors work under these incredulous, scandalous, stupid beyond belief ways of working? An opportunity should be taken whilst in this economic downturn to set things right and do it more efficiently and eliminate the high risks that we expose ourselves to, "I mean all of us" The system we operate under is fundamentally flawed and leaves the honest contractor open to a high risk that could and should be managed better. Even worse, leaves us totally exposed to the more unscrupulous of either client or other contractors A possible way forward:- Establish a Hierarchy (Dependant on size of works) a) Client b) Contract administrator/Project manager/QS's(also to act as Health & Safety & CDM advisors) c) Architect d) Consultants e) Controlled bank account(administered by CA or PM) f) Sub contractors (All Trades) It could well be of course depending on the size of the works to be carried out, that Client may well go straight to Architect (c) and not through CA or PM(b) first. And indeed some architects would and could import the rolls of Consultants (d) so it could be that one organisation would take over the rolls of (b), (c) and (d) and the control (e) the bank account. Quite simply it would be the roll of either b, c, or d to establish that (a) Client has enough funds in place and in the controlled bank account(still earning the client interest) to either fully fund the whole project or to establish the draw down of any loans into the controlled bank account. Of course it would be either b, c or d to establish that there are enough funds within the controlled bank account to meet all current and near future works to be carried out. It would be the rolls of either b, c or d or of course a combination to ensure that Client not only gets value for monies at tender stage but also the works, progress and all health and safety aspects are adhered to particularly that an onus of responsibility has also now been put back to the client. Contract and Payment Structure Page 6 5/15/2009 This way all the remaining sub contractors (including builders) would not only be controlled by either of a, b, c or combination of, but would also be paid by same. Because the control has moved from main builder(It has to be said that it is not in the clients best interest to be served always by the main builder as he is obviously keeping an eye out on his own costs and ultimately quality) to either b, c, or d would mean that they are in control of the site on behalf of the client of which should mean that all sub contractors should get paid within 7 days of invoicing (n.b. could do away with valuations, the government would love this!) At this stage no sub contractor would be involved with MCD as this roll would be fulfilled by either b, c, or d and of course their remuneration would also have been previously tendered to the client. So he is fully aware of all administration costs up front. Next to retentions and latent defects, because contracts are being controlled and administered by either b, c, or d there should be only 2.5 percent withheld from all sub contractors from their latter payments due. With there respective defects period starting from their own respective completed works This

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monies then to be paid exactly 12 months (there is no reason why this should not be reduced to 6 months with defects inspection at 3 months and 3 months for correction) to the date providing defects have been signed off and payment of course paid with interest" It's our monies" The other 6 months could or would always be covered by our latent defects insurance cover. Talking of insurance there is also the questions of assurance and obviously the client would have to be protected against any unscrupulous b, c and d's and not forgetting of course that if "Bona fide" sub contractors are used that their own trade associations or member organisations cater for insurance for bad workmanship of which the client always has a right to go to. Also the correct measures would have to be in place to ensure only monies can go to the correct people. Obviously I have not covered all salient points that would have to be thrashed out but I am sure with the will to radically change and take this forward that would not be to difficult or indeed an alternate?

Contract and Payment Structure Page 7 5/15/2009 CLIENT (a) ARCHITECT (c) CA/PM (b) QS (b) CDM & HS ADVISOR (b) ALL SUB CONTRACTORS (f) ADMINISTERED BANK ACCOUNT (e)

16	maybe - it would depend roger@ryedaleinteriors.co.uk	Nov 15, 2012 3:19 PM
17	Simply that QS's have too much influence on payments. They should stick to whats agreed upfront!!!!	Nov 15, 2012 3:13 PM
18	The problem is main contractors are just project managers now with a just a skeleton staff of actual tradesmen. This means that they get paid for the work carried out and have the power to withhold our payment for as long as they see fit. I should imagine it is a separate business set up within companies to make money by holding on to subcontractors payments while earning interest etc.	Nov 15, 2012 3:07 PM
19	Contra charges without sufficient evidence in supprt. The new act unfortunately did not define the 'level of evidence' that should be provided in support of a deduction.	Nov 15, 2012 1:24 PM
20	Held to ransom by a very bad contract while working for Murphys on the rail line, where we were meant to protect our works, a fabric canopy an extra 6 months after our completion because Murphys had run late, canopy was vandalised and we had to repair at a cost of £7,000 debrad@fabarc.co.uk	Nov 15, 2012 12:07 PM
21	s.roy@larsen-contracts.com	Nov 15, 2012 12:07 PM
22	nkzakos@structuralsteelcraft.co.uk	Nov 15, 2012 12:03 PM
23	There are many elements I would like the opportunity to discuss, payments, finance initiative, retention to name but a few yes feel free to contact nigelc@woodmace.co.uk	Nov 15, 2012 11:37 AM
24	Working for an employment agency, their internal accounting systems appeared to be virtually non existent so our invoices were not passed on to the main client. The main client has dispensed with their services and refusing to pay for invoices they have not received before a given date (june). My contract is with the agency who received all invoices in a timely manner so they should pay irrespective of whether they are paid. The time spent sending copy invoices, justifying cost etc has been considerable and	Nov 15, 2012 11:16 AM

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	every delaying tactic , they think I will eventually give up, they don't know me very well! Would have to speak to media first, off the record before committing to anything else. enquiries@mafrost.com	
25	Robert curtis sytechltd@aol.com	Nov 15, 2012 11:15 AM
26	See "attendance" example above. Add noncompliance with a series of regulations intended to improve building energy performance. The desire we all have to remove red tape and clumsy regulation seems to surface as a tendency to ignore all social responsibility - even when it is good management that should be done without any legal pressure anyway. (benchmarking using performance indicators such as DEC's for instance - any building operator should know them for his building - but even the limited set on which it is a requirement are prone to ignore them)	Nov 15, 2012 11:14 AM
27	garyking@agshomeimp.co.uk	Nov 15, 2012 11:12 AM
28	Fabricated Contra Charges	Nov 15, 2012 11:11 AM
29	James@cgpl.co.uk	Nov 15, 2012 11:08 AM
30	denise@controldesign.co.uk	Nov 15, 2012 11:05 AM
31	we are currently having 150k deducted form our project valuation for agreed instructed extra works as we have completed them within the time frame of the main contract works. due to us perfroming well. the extras were priced as a rate but contractor changing rules from rate to time related!	Nov 15, 2012 10:53 AM
32	brucemccandlish@dortech.co.uk	Nov 15, 2012 10:44 AM
33	Large companies use smaller companies and the non or incorrect payment to increase their cashflows ie using us as a bank. A number of the largest actually do not make any payments in certain months to enhance their cash position and allow false reporting of their financial positions. This is often done by the supposed largest companies that are involved in many Public Sector projects. I am prepared to comment anonymously due to my position in certain areas, mail address is:- dave@rdmelectrical.com	Nov 15, 2012 10:37 AM
34	rosie@glcc.uk.com	Nov 15, 2012 10:29 AM
35	Whereas some of the larger contractors have some inkling, that good subbies make good partners, there are a majority of main contractors who are in adversarial mode day one. How about the main contractor and the subcontractor allowing a surveyor a six month work experience in each others offices, maybe then there would be some mutual respect for each others position. Furthermore a list should be drawn up of subbies that have gone bust and ask them as to who they believe put them under. That list should be published because I believe a minority of known contractors cause the majority of the casualties and other subbies need to be aware that wrking for these carries a greater risk than working for others. Contractors should remove clauses that are "condition precedent" on notifying events, i.e. loss and expense, eot, delay and disruption. Claims should not fail on lack of notification, they should only fail for being invalid. Its extremely unfair that some subbies lose major entitlements sometimes due to distractions of other	Nov 15, 2012 10:18 AM

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	issues on site. Some subcontractors are excellent at building, they are not trained lawyers and administrators.I could go on.	
36	as stated above tq@dortongroup.com	Nov 15, 2012 10:08 AM
37	philip@pekflooring.ie	Nov 15, 2012 9:56 AM
38	Biggest problem is the Valuation of extras and having the costs agreed and being paid your Retention which in the Main the earliest you can hope to receive payment is 18 months	Nov 15, 2012 9:53 AM
39	ALL contractors both main and sub need to be licensed in their trade just the same as the State of California where all licensed Contractors treat each other with respect and dignity!	Nov 15, 2012 9:50 AM
40	on every contract we have worked on recently particularly major contractors are payment terms are general in excess of 70 days if we did not have to spend so much money chasing money it would reduce our cost and this would make the industry more competitive not less !. Variations might as well be re phrased in the English dictionary to mean excuse not to pay this is particularly true on any new large school contract we have ever worked in the past 6 years this seems to stem from major contractors picking the work up on Sq meter rates and then making the sub contractors deliver what is required through variations for free. I currently would not advise any young person to join the industry it's just an absolute lawless free for all, based on major contractors knowing they will not be challenged normally because small sub contractors cannot afford to go down the adjudication route for anything less than 60K under payment on a contract	Nov 15, 2012 9:49 AM
41	Loads! Feel free to contact me dansleeman@sfcmidlands.co.uk	Nov 15, 2012 9:39 AM
42	None to date, but always prepared to squeal if squeezed,	Nov 15, 2012 9:13 AM
43	janet.lowe@loweengineering.co.uk	Nov 15, 2012 9:13 AM
44	patrick.devlin@vosseler.co.uk	Nov 15, 2012 9:11 AM
45	graham@fusseypiling.com however, all comments would have to be made anonymously.	Nov 15, 2012 8:58 AM
46	Seb@multitechsite.co.uk	Nov 13, 2012 1:21 PM
47	John@preciseplumbing.co.uk	Nov 12, 2012 7:44 PM
48	One particular M/C seems to be employing more and more QS's and these are being used to stitch up the subcontractor. Often the QS is changed at the end of the contract and use excuses that they do not know about certain variations and how they came about, these then demand more and more information regardless of full breakdowns and invoices. If we question final accounts we are told we will be removed from their tender lists. We have been told on projects we are having money withheld due to LAD's. When asked for proof of these we are told that they have not been levied. It seems we now have more time and man power spent on recording everything in minute detail to cover the expected arguments at the end of the contract.	Nov 12, 2012 11:50 AM

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Retentions being held and no way of establishing if the contract has been completed and handed over to the client.