

## **NEC3: TSC Service Manager Accreditation**

### **Assessment 1: Multiple Choice Test**

**\*\*THESE ARE EXAMPLE QUESTIONS.  
PLEASE DO NOT SUBMIT YOUR ANSWERS TO NEC.**

**PLEASE ALSO NOTE THAT NO ANSWERS ARE PROVIDED  
FOR THIS SECTION\*\***

#### ***Stage 1 Assessment: Multiple Choice Online Test instructions:***

- This online test comprises of multiple choice questions drawn randomly from a database of questions based upon all aspects of the course.
- The questions will test delegates' knowledge and understanding of key clauses and processes within the TSC and the role of the Service Manager.
- The test will take approx 1 hour to complete, and an electronic certificate of achievement will be generated upon completion of the test.
- Delegates have 3 attempts to complete. The pass rate is 70%. Failure in all 3 attempts will result in failure of the programme.

**Here are some example questions from the Online Multiple Choice Test:**

**1. The Service Manager acts in a spirit of mutual trust and co-operation?**

- TRUE
- FALSE

**2. Is there a connection between the end of the service period and the date by which Defects should be corrected?**

- YES
- NO

**3. The latest programme accepted by the Service Manager supersedes the previous Accepted Programme**

- TRUE
- FALSE

**4. An inconsistency within the Employer's Service Information has been identified by the Contractor. What should the Contractor do?**

- Proceed with whatever solution suits the Contractor best
- Notify the Service Manager of the apparent inconsistency
- Stop that part of the service

**5. The Contractor has submitted a design of an item of Equipment for acceptance to the Service Manager but three weeks later has still not received acceptance. If the period for reply in the contract is two weeks, what should the Contractor do?**

- Proceed with the relevant service
- Notify an early warning that the lack of acceptance may interfere with the timing of the service
- Notify a compensation event
- Do nothing

**NEC3: TSC Service Manager Accreditation:**

**Assessment 2: Written Project Report**

**\*\*THIS IS AN EXAMPLE PAPER.**

**PLEASE DO NOT SUBMIT YOUR ANSWERS TO NEC\*\***

**Stage 2 Assessment: Project Report topic/questions instructions:**

- Consists of 5 questions, you will need to choose 4 questions to answer.
- There is no time limit but you should aim to have completed this Stage 2 Assessment within 4 hours
- These questions are designed to test delegates' knowledge and understanding of the TSC in various 'real life' situations.
- Delegates have 1 attempt to complete it successfully, the **pass rate is 70%**

**Here is an example question including sub questions from the Project Report:**

On an NEC3 Term Service Contract (TSC) Option A recently awarded contract, the *Service Manager* has an unfortunate accident and is likely to be off work for a number of months. The *starting date* had just passed but work was not to start on the Affected Property for a few weeks. An external consultancy was appointed to act in the role of *Service Manager*. The consultancy wrote to the *Employer* saying that Mr James would be taking the role with immediate effect.

**a. As *Employer*, what would you do here?**

**[4 marks]**

A few weeks later, the *Contractor* is carrying out some services and a representative of the *Employer* calls the *Contractor's* foreman over and says, "stop the work here immediately, I would like to inspect the exposed surfaces".

**b. What should the foreman do?**

**[8 marks]**

At a later date, the *Service Manager* is not happy as the Service Information clearly states that an inspection of certain works must take place before subsequently covering them up. The *Service Manager* finds those particular works have indeed been covered up.

**c. As *Service Manager*, what action would you take here?**

**[6 marks]**

A quantity surveyor is assisting the *Service Manager* to determine the amount due at an assessment date. The *Contractor* has submitted an application for payment and the surveyor notes two references to a "Verbal instruction by an *Employer's*

representative to carry out additional *services* on...[date]....". The amount of money against this is considerable and is marked 'on account'.

d. What would you advise the *Service Manager* to do here?

[7 marks]

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#### **Assessment 2 Example Answer**

##### **Part a**

The external consultant does not have the right to unilaterally replace the *Service Manager* here. It is only the *Employer* that may replace the *Service Manager*. This is stated in clause 14.4. First of all though, the *Employer* must notify the *Contractor* of the name of the replacement. Before this happens, the *Employer* needs to be sure that the proposed replacement is both suitable and competent to undertake the role of the *Service Manager*. This could be a combination of seeing his CV, meeting/interviewing him.

##### **Part b**

We do not know in what capacity of the *Contractor* the foreman is able to act, can he receive valid instructions from the *Service Manager*? Whatever that capacity, the *Employer's* representative does not have the power to instruct the *Contractor* to stop/start/re-start any work.

This right is given only to the *Service Manager*, as stated in clause 32.1. The *Employer's* representative therefore does not have the power under the contract to instruct the *Contractor* to stop any work, unless this has been delegated to him by the *Service Manager*.

The foreman should of course be aware of the requirements of the *Service Information*. It may be that the *Service Manager* was actually entitled to inspect the exposed surfaces because this was a requirement of the *Service Information*. The foreman should discuss the issue with the *Employer's* representative and, if the inspection was not part of the *Service Information*, then suggest this matter is immediately dealt with by the *Service Manager* and a representative of the *Contractor*. This may be best dealt with as an early warning/risk reduction meeting under clause 16. If this was part of the *Service Information* then it is for the *Service Manager* to inspect.

##### **Part c**

The inspection was clearly considered important enough to put a holding point in the *Service Information* and the *Contractor* is in breach by not Providing the *Service* in accordance with the *Service Information*, clause 20.1.

There is no express clause giving the *Service Manager* the right to instruct the *Contractor* to search for a Defect. If the *Service Manager* considers it necessary to uncover the particular works, he should instruct the search and give reasons for the search, via a *Service Manager's* instruction to change the *Service Information* in accordance with clause 14.3.

Normally, where no Defect is found as a result of any search, then a compensation event arises under clause 60.1(1). In this situation the search is needed only because the *Contractor* breached the contract then it would be argued that although this was a compensation event under clause 60.1(1), the event arose due to the fault of the *Contractor* and no compensation event quotation would be instructed.

As *Service Manager*, you would want to find out why this event occurred and what measures were in place to ensure this did not happen again. If there was a Defect then the *Contractor* would correct this at his cost.

#### **Part d**

Clause 50.1 requires the *Service Manager* to assess the amount due at each assessment date. In doing this, he should consider any application for payment the *Contractor* has submitted on or before the assessment date.

This is stated in clause 50.4. This clause goes on to require the *Service Manager* to give the *Contractor* details of how the amount due has been assessed. There are a few matters to sort out here with the *Contractor*.

First of all, he will need to establish who gave the verbal instructions, when and for what. Such instructions are not permissible under the contract, TSC clause 13.1 requiring communications which the contract requires to be communicated in a form which can be read, copied and recorded. If there was to be a valid instruction to change the Service Information, this must be carried out by the *Service Manager* (under clause 14.3).

If this occurred, a compensation event would arise under clause 60.1(1). In terms of payment, clause 50.2 states that the 'amount due is...the Price for Services Provided to Date...' and in turn this is defined in clause 11.2(17) as the total of the Price for '...each lump sum item in the Price List which the *Contractor* has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.'

The additional *services* therefore will need to get onto the Price List in order to be paid when they are completed. This would most likely happen in this case if there was an implemented compensation event under clause 65.1.