To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF ADDITIONAL MATTERS FOR DELIVERY PHASE PROGRAM (ECI HC-1)**

**Clause 2.5(b)(v)**

In accordance with clause 2.5(b)(v) of the Contract, the Contract Administrator notifies the Contractor that it is required to include the following additional matters in its Delivery Phase Program:

*[Insert additional matters required]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name and ABN of the Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REJECTION OF CONTRACTOR’S DELIVERY PHASE PROGRAM(ECI HC-1)**

**Clause 2.5(c)(ii)**

The Contract Administrator refers to the Contractor’s Delivery Phase Program, received by the Contract Administrator on *[insert date]*.

In accordance with clause 2.5(c)(ii) of the Contract, the Contract Administrator notifies the Contractor that the Delivery Phase Program is rejected, and an amended Delivery Phase Program must be submitted to the Contract Administrator by *[insert date]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name and ABN of the Contractor]*

***[Insert name/description of Contract]* (Contract)**

**APPROVAL OF CONTRACTOR’S FINAL DELIVERY PHASE PROGRAM(ECI HC-1)**

**Clause 2.5(c)(iii)**

The Contract Administrator refers to the Contractor’s final Delivery Phase Program, received by the Contract Administrator on *[insert date]*.

In accordance with clause 2.5(c)(iii) of the Contract, the Contract Administrator notifies the Contractor that the final Delivery Phase Program is approved.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Under clause 2.5(c)(iii) of the Contract, the Contract Administrator’s written approval to the final Delivery Phase Program is a condition precedent to Delivery Phase Approval.***

***Under clause 2.5(d) of the Contract, the Contract Administrator may engage a third party to perform an external review of the Delivery Phase Program.]***

To: *[Insert name and ABN of Contractor]*

***[Insert Name/Description of Contract]* (Contract)**

**NOTICE OF OTHER MATTERS TO BE INCLUDED IN COST PLAN (ECI HC-1)**

**Clause 2.6(c)(ii)**

In accordance with clause 2.6(c)(ii) of the Contract, the Contract Administrator notifies the Contractor that its cost plan is required to include the following additional matters:

*[Insert additional relevant matters]*

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**[APPROVAL/REJECTION] OF COST PLAN (ECI HC-1)**

**Clause 2.6(d)(ii)/2.6(d)(iii)**

The Contract Administrator refers to the following cost plan submitted by the Contractor on *[insert date]*:

*[Insert description of cost plan]*.

*[Option 1]* In accordance with clause 2.6(d)(iii) of the Contract, the final cost plan is approved.

*[OR]*

*[Option 2]* In accordance with clause 2.6(d)(ii) of the Contract, the cost plan is rejected, and the Contractor must submit an amended cost plan to the Contract Administrator by *[insert date]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.***

***Under clause 2.5(d)(iii) of the Contract, the Contract Administrator’s written approval to the final cost plan is a condition precedent to Delivery Phase Approval.***

***Under clause 2.6(e) of the Contract, the Contract Administrator may engage a third party to perform an external audit of the cost plan.]***

To: *[Insert name and ABN of the Contractor]*

**[*Insert name/description of Contract]* (Contract)**

**REQUEST FOR *[INFORMATION/ASSISTANCE]* IN RELATION TO RELEVANT APPROVALS (ECI HC-1)**

**Clause 2.7(a)**

The Contract Administrator requests that the Contractor provide the Commonwealth with the following

*[Option 1]* information *[insert details of required information]*

*[AND / OR]*

*[Option 2]* assistance *[insert details of required assistance]*

for the purpose of obtaining the Relevant Approvals by *[insert date]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. The date inserted (by which the information / assistance must be provided) must be before the Date for Delivery Phase Approval.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR ACCESS TO SITE DURING THE PLANNING PHASE (ECI HC-1)**

**Clause 2.8(b)(v)**

In accordance with clause 2.8(b)(v) of the Contract, the Contractor requests access to the Site during the Planning Phase as follows:

The areas of the proposed access are *[insert]*.

The timing of the proposed access is *[insert].*

The proposed access is necessary to enable the Contractor to commence and progress the ECI Activities for the following reasons *[insert]*.

The Contractor proposes to put in place the following mitigation measures to avoid any disruption or inconvenience that may be caused to the Commonwealth, Other Contractors and any other person authorised by the Commonwealth or the Contract Administrator to occupy, use, operate, maintain or access the Site if the Contractor is given the proposed access *[insert]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instruction to Contract Administrator: Before approving the Contractor's request for site access under clause 2.8(b)(v), the Contract Administrator should confirm that Contractor has satisfied the conditions precedent to Site access specified in the Contract Particulars together with any other conditions precedent to access.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST FOR ACCESS TO SITE DURING THE PLANNING PHASE (ECI HC-1)**

**Clause 2.8(b)(vi)**

The Contract Administrator refers to the Contractor’s request under clause 2.8(b)(v) dated *[insert date of request]*.

The requested access is

*[Option 1]* approved.

*[OR]*

*[Option 2]* rejected.

*[OR]*

*[Option 3]* rejected, but may be approved if alternative *[areas of proposed access / dates / mitigation measures]* can be arranged as follows: *[insert details]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable.***

***The Contract Administrator should only approve the Contractor's request for Site access during the Planning Phase if:***

1. ***the Commonwealth has a right of access to the Site;***
2. ***any Approvals required for Site access have been obtained;***
3. ***the Environmental Management Plan, the Site Management Plan and Work Health and Safety Plan have been finalised under clause 9.2;***
4. ***it has received evidence of currency of insurance policies as required pursuant to clause 5.4(f) of the Contract; and***
5. ***the Contractor has otherwise satisfied the conditions precedent to access set out in the Contract Particulars.]***

To: *[Insert name and ABN of Contractor]*

**[Insert name/description of Contract] (Contract)**

**NOTICE OF DELIVERY PHASE APPROVAL (ECI HC-1)**

**Clause 2.10(a)(i)A**

In accordance with clause 2.10(a)(i)A of the Contract, the Commonwealth notifies the Contractor that Delivery Phase Approval was achieved on the date of this notice.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to Commonwealth:***

***This notice should not be issued until after the Contractor has executed the Delivery Phase Terms on the date required by the Commonwealth.***

***On the same date as this notice is issued, the Commonwealth must execute and date the Delivery Phase Terms in accordance with clause 2.10(a)(i)B.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF FAILURE TO ACHIEVE DELIVERY PHASE APPROVAL OR COMMONWEALTH’S ELECTION NOT TO PROCEED (ECI HC-1)**

**Clause 2.10(a)(ii)**

In accordance with clause 2.10(a)(ii) of the Contract, the Commonwealth notifies the Contractor that Delivery Phase Approval has not been achieved or the Commonwealth has elected not to proceed to the Delivery Phase with the Contractor.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to the Commonwealth: If the Commonwealth issues a notice under clause 2.10(a)(iii), clause 2.12 will apply.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**UNILATERAL EXTENSION OF DATE FOR DELIVERY PHASE APPROVAL (ECI HC-1)**

**Clause 2.11(b)**

In accordance with clause 2.11(b) of the Contract, the Commonwealth notifies the Contractor that the Date for Delivery Phase Approval is extended from *[insert original date]* to *[insert date]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REPLACEMENT OF CONTRACT ADMINISTRATOR (ECI HC-1)**

**Clause 3.2(a)**

In accordance with clause 3.2(a) of the Contract, the Commonwealth notifies the Contractor that the Contract Administrator has been replaced. The Commonwealth appoints *[insert name of replacement Contract Administrator]* as the new Contract Administrator.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to all parties:***

***Any substitute Contract Administrator will be bound by anything done by the former Contract Administrator to the same extent that the former Contract Administrator would have been bound.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**APPOINTMENT OF CONTRACT ADMINISTRATOR’S REPRESENTATIVE (ECI HC-1)**

**Clause 3.4(a)(i)**

In accordance with clause 3.4(a)(i) of the Contract, the Contract Administrator notifies the Contractor that it appoints *[insert name of Contract Administrator’s representative]* to exercise the following functions of the Contract Administrator under the Contract:

*[Insert relevant functions and clauses of Contract]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REVOCATION OF APPOINTMENT OF  
CONTRACT ADMINISTRATOR’S REPRESENTATIVE (ECI HC-1)**

**Clause 3.4(a)(ii)**

In accordance with clause 3.4(a)(ii) of the Contract, the Contract Administrator notifies the Contractor that the following appointment of the Contract Administrator’s representative under clause 3.4(a)(i) of the Contract has been revoked:

*[Insert details including date of appointment under clause 3.4(a)(i) of the Contract, name of representative and functions which the representative was appointed to exercise and where possible, attach relevant appointment of Contract Administrator’s representative]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator may revoke any appointment made under clause 3.4(a)(i) of the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO REPLACE KEY PERSON (ECI HC-1)**

**Clause 3.6(b)**

In accordance with clause 3.6(b) of the Contract, the Contractor requests the Contract Administrator’s approval to replace the following key person:

**Position:**

*[Insert position that key person is to fill]*.

**Current key person:**

*[Insert details]*.

**Replacement key person:**

*[Insert details]*.

**Reason for replacement:**

*[Insert reason]*.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST TO REPLACE KEY PERSON (ECI HC-1)**

**Clause 3.6(b)**

The Contract Administrator refers to the Contractor’s request under clause 3.6(b) of the Contract dated *[insert date of notice]* to replace the following key person:

*[Insert details of key person to be replaced]*.

*[Option 1]* The Contract Administrator approves the replacement and instructs the Contractor, under clause 3.6(b) of the Contract, to replace the relevant key person in accordance with its request.

*[OR]*

*[Option 2]* The Contract Administrator does not approve the replacement. If the Contractor nevertheless intends to proceed to replace the key person, it must provide details of an alternative replacement person for the written approval or rejection (as the case may be) of the Contract Administrator.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REMOVAL OF PERSON (ECI HC-1)**

**Clause 3.7(a)**

In accordance with clause 3.7(a) of the Contract, the Contract Administrator instructs the Contractor to remove *[insert name of person(s)]* from

*[Option 1]* the Site.

*[OR]*

*[Option 2]* the following activities connected with the Contractor’s Activities: *[insert details of activities]*.

The removal of *[insert name of person(s)]* is instructed because the *[person is / persons are]*, in the Contract Administrator’s reasonable opinion,

*[Option 1]* guilty of misconduct.

*[AND/OR]*

*[Option 2]* incompetent.

*[AND/OR]*

*[Option 3]* negligent.

The Contractor must ensure that *[insert name of person(s)]* *[is / are]* not again involved in the Contractor’s Activities.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option(s) which are inapplicable. The Contract Administrator is not required to provide any further details.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO PRODUCE EVIDENCE OF CURRENCY (ECI HC-1)**

**Clause 5.4(f)**

In accordance with clause 5.4(f) of the Contract, the Contract Administrator requests that the Contractor provide evidence satisfactory to the Contract Administrator that:

1. the Contractor has complied with clause 5.4 of the Contract; and
2. the Contractor’s *[insert coverage/type of insurance, i.e. Public Liability Insurance/Workers’ Compensation Insurance/Errors and Omissions Insurance/Professional Indemnity Insurance/Construction Risks Insurance/any other type of insurance]* insurance policy complies with clause 5.4 of the Contract and is current.

The Contractor is requested to provide this evidence promptly (but in any event, within *[14]* days of this request).

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator is entitled to request the Contractor to provide evidence satisfactory to the Contract Administrator that an insurance policy required under clause 5.4 complies with clause 5.4 and is current at any time during the term of the Contract. The 14 day period referred to above is a guide only.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF EXPIRY, CANCELLATION OR RESCISSION OF INSURANCE POLICY (ECI HC-1)**

**Clause 5.4(g)(i)**

In accordance with clause 5.4(g)(i) of the Contract, the Contractor notifies the Commonwealth that a notice has been given in respect of its *[insert details of the relevant insurance policy]* of

*[Option 1]* expiry.

*[OR]*

*[Option 2]* cancellation.

*[OR]*

*[Option 3]* rescission.

The reasons for this are:

*[Insert reason/reasons for expiry, cancellation or rescission]*.

The Contractor proposes the following replacement insurance:

*[Insert details of the proposed replacement insurance policy, including the identity of the replacement insurer].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Options which are inapplicable.***]

To: *[Insert name and ABN of Contractor]*

**[Insert name/description of Contract] (Contract)**

**REQUEST FOR INFORMATION FOLLOWING NOTICE OF EXPIRY, CANCELLATION OR RESCISSION OF INSURANCE POLICY (ECI HC-1)**

**Clause 5.4(g)(i)**

The Contract Administrator refers to the Contractor’s notice under clause 5.4(g)(i) of the Contract dated *[insert date of notice]*.

In accordance with clause 5.4(g)(i) of the Contract, the Contract Administrator requests that the Contractor provide evidence that the Contractor's replacement *[insert coverage/type of replacement insurance, i.e. Public Liability Insurance/Workers’ Compensation Insurance/Errors and Omissions Insurance/Professional Indemnity Insurance/Construction Risks Insurance/any other type of insurance]* insurance policy complies in all relevant respects with the requirements of the Contract, within *[14]* days of this request.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: [*Insert name and ABN of Contractor*]

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO PRODUCE EVIDENCE THAT REPLACEMENT INSURANCE COMPLIES WITH THE CONTRACT (ECI HC-1)**

**Clause 5.4(g)(ii)**

In accordance with clause 5.4(g)(ii) of the Contract, the Contract Administrator requests that the Contractor provide evidence that the Contractor’s *[insert coverage/type of insurance, i.e. Public Liability Insurance/Workers’ Compensation Insurance/Errors and Omissions Insurance/Professional Indemnity Insurance/Construction Risks Insurance/any other type of insurance]* insurance policy complies in all relevant respects with the requirements of the Contract, within *[14]* days of this request.

*[Signature]*

Contract Administrator

*[Insert date*]

***[Instructions to Contract Administrator:***

***The Contract Administrator is entitled to request that the Contractor provide such evidence as the Contract Administrator reasonably requires that a replacement insurance policy complies with requirements of the Contract. The 14 day period referred to above is a guide only.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF REPLACEMENT INSURER (ECI HC-1)**

**Clause 5.4(g)(ii)**

In accordance with clause 5.4(g)(ii) of the Contract, the Contractor notifies the Commonwealth that the identity of the replacement insurer in respect of the *[insert details of the relevant insurance policy]* is *[insert name]*.

*[INSERT IF APPLICABLE:*

*The Contractor provides the following evidence that the [insert details of the relevant insurance policy] with [insert name] complies in all relevant respects with the requirements of the Contract[, as requested by the Commonwealth in its notice dated [insert date of notice]]:*

*[insert or refer to attached evidence].]*

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR RECEIPTS FOR PAYMENT OF INSURANCE PREMIUMS (ECI HC-1)**

**Clause 5.4(h)(iv)**

In accordance with clause 5.4(h)(iv) of the Contract, the Contract Administrator requests that the Contractor provide the Contract Administrator with copies of receipts for the payment of insurance premiums as follows:

*[Insert description of the relevant insurance policy/policies and the relevant receipts for the payment of premiums]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO [*CANCEL AN INSURANCE POLICY / ALLOW AN INSURANCE POLICY TO LAPSE]* (ECI HC-1)**

**Clause 5.4(h)(vii)**

In accordance with clause 5.4(h)(vii) of the Contract, the Contractor requests the Contract Administrator’s written consent to

*[Option 1]* cancel the following insurance policy:

*[OR]*

*[Option 2]* allow the following insurance policy to lapse:

*[Insert details of the relevant insurance policy and reason for proposed cancellation/lapse]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST TO *[CANCEL AN INSURANCE POLICY / ALLOW AN INSURANCE POLICY TO LAPSE]* (ECI HC-1)**

**Clause 5.4(h)(vii)**

The Contract Administrator refers to the Contractor’s request under clause 5.4(h)(vii) of the Contract dated *[insert date of request]*.

In accordance with clause 5.4(h)(vii) of the Contract, the Contract Administrator

*[Option 1]* consents to the request.

*[OR]*

*[Option 2]* rejects the request.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF EVENT IN RELATION TO INSURANCE POLICY (ECI HC-1)**

**Clause 5.4(h)(viii)**

In accordance with clause 5.4(h)(viii) of the Contract, the Contractor notifies the Contract Administrator that an event has occurred which may result in the *[lapsing/cancellation/rescission]* of the following insurance policy:

*[Insert details of insurance policy]*.

The event and *[reason/reasons]* why the policy may *[lapse/be cancelled/be rescinded]* *[is/are]* as follows:

*[Insert details of event and reason/s why lapse/cancellation/rescission is anticipated]*.

*[Signature]*

Contractor

*[Insert date]*

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF POTENTIAL CLAIM UNDER INSURANCE POLICY (ECI HC-1)**

**Clause 5.7(a)**

In accordance with clause 5.7(a) of the Contract, the Contractor informs the Commonwealth that

*[Option 1]* the following event has occurred which may give rise to a claim under the following insurance policy required by the Contract:

*[OR]*

*[Option 2]* a claim has been made against the Contractor or the Commonwealth which may be covered by the following insurance policy required by the Contract:

*[Insert description of the relevant insurance policy and the fact, matter or occurrence which may give rise to a claim under the insurance policy or any claim actually made against the Contractor or the Commonwealth which may be covered by the insurance policy]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable.***

***In accordance with clause 5.7(b) of the Contract, the Contractor is to keep the Commonwealth informed of all significant developments concerning the claim.***

***In accordance with clause 5.7(c), the Contractor is also to ensure that its subcontractors similarly inform the Contractor and Commonwealth in writing of any facts, matters or occurrences which may give rise to a claim under the relevant insurance policy or any claim actually made against the Contractor, the subcontractor or the Commonwealth which may be covered by that insurance policy. In this event, the Contractor should advise the subcontractor to submit a notice similar to this and provide it to the Contractor and Commonwealth.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF SIGNIFICANT DEVELOPMENTS CONCERNING CLAIM (ECI HC-1)**

**Clause 5.7(b)**

The Contractor refers to its notice dated *[insert date of notice of potential or actual claim under insurance policy]* informing the Commonwealth that

*[Option 1]* an event occurred which may give rise to a claim under an insurance policy required by the Contract

*[OR]*

*[Option 2]* a claim has been made against the Contractor or the Commonwealth which may be covered by the following insurance policy required by the Contract:

*[Insert description of the relevant insurance policy and the fact, matter or occurrence which may give rise to a claim under the insurance policy or any claim actually made against the Contractor or the Commonwealth which may be covered by the insurance policy]*.

In accordance with clause 5.7(b) of the Contract, the Contractor informs the Commonwealth that the following significant developments have occurred in relation to the claim:

*[Insert relevant developments concerning the claim]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF REDUCTION OF PROFESSIONAL INDEMNITY INSURANCE INDEMNITY (ECI HC-1)**

**Clause 5.7(e)**

In accordance with clause 5.7(e) of the Contract, the Contractor notifies the Commonwealth that the estimated total combined value of claims made against the Contractor and claims which may arise from circumstances reported by the Contractor to its insurer in a policy year may potentially reduce the available limit of policy indemnity for that year below the amount required by the Contract as follows:

*[Insert details]*.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REJECTION OF DESIGN DOCUMENTATION (ECI HC-1)**

**Clause 6.3(a)(ii)**

The Contract Administrator refers to the Design Documentation submitted or resubmitted by the Contractor on *[insert date]* as follows:

*[Insert description of Design Documentation]*.

In accordance with clause 6.3(a)(ii) of the Contract, the Design Documentation described above is

*[Option 1]* rejected.

*[OR]*

*[Option 2]* rejected as to the following aspects:

*[Insert description of which aspects of the Design Documentation are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF OTHER PROJECT DOCUMENTS TO BE KEPT AVAILABLE (ECI HC-1)**

**Clause 6.7(a)**

In accordance with clause 6.7(a) of the Contract, the Contract Administrator directs the Contractor to keep the following Projects Documents available for the use of the Contract Administrator, the Commonwealth or anyone else acting on behalf of the Commonwealth:

*[Insert additional Project Documents].*

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]* and *[Insert name and ABN of Contractor]* *OR* the Commonwealth.

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF [AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES] IN DOCUMENTS WHICH MAKE UP THE CONTRACT (ECI HC-1)**

**Clause 6.11(d)(i)**

In accordance with clause 6.11(d)(i) of the Contract, the *[Contractor/Commonwealth]* notifies the Contract Administrator and the *[Contractor/Commonwealth]* that the following

*[Option 1]* ambiguity

*[OR]*

*[Option 2]* discrepancy

*[OR]*

*[Option 3]* inconsistency

has been discovered inthe following documents which make up the Contract:

*[Insert details of the ambiguity/discrepancy/inconsistency and describe the relevant documents, attaching any copies where this would assist in describing the issue]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Commonwealth:***

***The party discovering the relevant ambiguity, discrepancy or inconsistency is to select the name of the other party to be notified and delete the Options which are inapplicable.]***

To: *[Insert name of Contract Administrator]* and *[Insert name and ABN of Contractor]* *OR* the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF [AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES] BETWEEN THE CONTRACT AND THE DESIGN DOCUMENTATION OR ANY OTHER PROJECT DOCUMENTS (ECI HC-1)**

**Clause 6.11(d)(i)**

In accordance with clause 6.11(d)(i) of the Contract, the [Contractor/Commonwealth] notifies the Contract Administrator and the [Contractor/Commonwealth] that the following

*[Option 1]* ambiguity

*[OR]*

*[Option 2]* discrepancy

*[OR]*

*[Option 3]* inconsistency

has been discovered between the

*[Option 4]* Design Documentation

*[OR]*

*[Option 5]* Project Documents:

and the Contract:

*[Insert details of the ambiguity/discrepancy/inconsistency and describe the relevant design documentation or project documents, attaching any copies where this would assist in describing the issue]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Commonwealth:***

***The party discovering the relevant ambiguity, discrepancy or inconsistency is to select the name of the other party to be notified and delete the Options which are inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO NOTICE REGARDING *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* (ECI HC-1)**

**Clause 6.11(d)(i)**

The Contract Administrator refers to the notice given by the *[Contractor/Commonwealth]* dated *[insert date of notice]* concerning the following *[ambiguity/discrepancy/inconsistency]*:

*[Insert description of ambiguity/discrepancy/inconsistency and relevant documents]*.

In accordance with clause 6.11(d)(i) of the Contract, the Contractor is instructed to adopt the following course:

*[Insert description of course to be adopted]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***This notice must be served upon the Contractor within 14 days of receiving the notice notifying of the ambiguity, discrepancy or inconsistency.***

***In deciding the course to be adopted by the Contractor, the Contract Administrator must have regard to:***

***(a) the order of precedence under clause 6.11(a) of the Contract (i.e. as specified in the Contract Particulars);***

***(b) (if applicable), clause 6.11(b) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Works Description and any other requirement of the Contract (including any other requirement of the Works Description), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***

***(c) (if applicable), clause 6.11(c) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Contract and any part of the Design Documentation or any other Project Document, the higher standard, quality or quantum will prevail but if this does not resolve the ambiguity, discrepancy or inconsistency, the Contract will prevail.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth.

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* IN DOCUMENTS WHICH MAKE UP THE CONTRACT (ECI HC-1)**

**Clause 6.11(d)(ii)**

In accordance with clause 6.11(d)(ii) of the Contract, the Contract Administrator notifies the Contractor and the Commonwealth that the following

*[Option 1]* ambiguity

*[OR]*

*[Option 2]* discrepancy

*[OR]*

*[Option 3]* inconsistency

has been discovered in the following documents which make up the Contract:

*[Insert details of the ambiguity/discrepancy/inconsistency and describe the relevant documents, attaching any copies where this would assist in describing the issue]*.

In accordance with clause 6.11(d)(ii) of the Contract, the Contractor is instructed to adopt the following course:

*[Insert description of course to be adopted]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***In deciding the course to be adopted by the Contractor, the Contract Administrator must apply the following principles:***

***(a) the order of precedence under clause 6.11(a) of the Contract (i.e. as specified in the Contract Particulars);***

***(b) (if applicable), clause 6.11(b) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Works Description and any other requirement of the Contract (including any other requirement of the Works Description), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***

***(c) (if applicable), clause 6.11(c) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Contract and any part of the Design Documentation or any other Project Document the higher standard, quality or quantum will prevail but if this does not resolve the ambiguity, discrepancy or inconsistency, the Contract will prevail.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* BETWEEN THE CONTRACT AND THE DESIGN DOCUMENTATION OR ANY OTHER PROJECT DOCUMENTS (ECI HC-1)**

**Clause 6.11(d)(ii)**

In accordance with clause 6.11(d)(ii) of the Contract, the Contract Administrator notifies the Contractor and the Commonwealth that the following

*[Option 1]* ambiguity

*[OR]*

*[Option 2]* discrepancy

*[OR]*

*[Option 3]* inconsistency

has been discovered between the

*[Option 4]* Design Documentation

*[OR]*

*[Option 5]* Project Documents

and the Contract:

*[Insert details of the ambiguity/discrepancy/inconsistency and describe the relevant designs or documents, attaching any copies where this would assist in describing the issue]*.

In accordance with clause 6.11(d)(ii) of the Contract, the Contractor is instructed to adopt the following course:

*[Insert description of course to be adopted]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to the Contract Administrator:***

***In deciding the course to be adopted by the Contractor, the Contract Administrator must apply the following principles:***

***(a) the order of precedence under clause 6.11(a) of the Contract (i.e. as specified in the Contract Particulars);***

***(b) (if applicable), clause 6.11(b) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Works Description and any other requirement of the Contract (including any other requirement of the Works Description), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***

***(c) (if applicable), clause 6.11(c) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Contract and any part of the Design Documentation or any other Project Document the higher standard, quality or quantum will prevail but if this does not resolve the ambiguity, discrepancy or inconsistency, the Contract will prevail.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR ACCESS TO PREMISES AND PROJECT DOCUMENTS (ECI HC-1)**

**Clause 6.12(a)**

In accordance with clause 6.12(a) of the Contract, the Commonwealth requests that the Contractor provide and make available

*[Option 1]* access to its premises at *[insert location of Contractor’s premises]* and make the following Project Documents available for inspection by *[insert name of the Contract Administrator and/or anyone else acting on behalf of the Commonwealth]*:

*[insert description of relevant Project Documents]*.

*[OR]*

*[Option 2]* *[insert number]* copies of the following Project Documents:

*[insert description of relevant Project Documents and the format of copies required]*,

as required by *[insert name of the Contract Administrator and/or anyone else acting on behalf of the Commonwealth]*.

*[OR]*

*[Option 3]* the following facilities and assistance to, and answers to the following questions by *[insert name of the Contract Administrator and/or anyone else acting on behalf of the Commonwealth]* in accordance with clause 6.12(a)(vi) of the Contract:

*[insert description of relevant facilities, assistance or questions]*.

Further, in accordance with clause 6.12(a)(vi), the Contractor must co-operate with and do everything necessary to assist *[insert name of the Contract Administrator and/or anyone else acting on behalf of the Commonwealth]*.

*[OR]*

*[Option 4]* the following officers, employees, agents or subcontractors for interviews with *[insert name of the Contract Administrator and/or anyone else acting on behalf of the Commonwealth]*:

*[insert names of required interviewees]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to the Commonwealth:***

***Delete the Options which are inapplicable. The Commonwealth may make this request at any time during the carrying out of the Contractor’s Activities and for a period of 10 years following the latest of the:***

***(a) end of the last Defects Liability Period;***

***(b) date upon which all Defects have been rectified in accordance with the Contract; and***

***(c) completion of the Contractor’s Activities.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REJECTION OF SAMPLES (ECI HC-1)**

**Clause 6.14(b)(ii)**

The Contract Administrator refers to the *[sample/range of samples]* submitted by the Contractor on *[insert date]* as follows:

*[Insert description of sample/range of samples]*.

In accordance with clause 6.14(b)(ii) of the Contract, the *[sample/range of samples]* is

*[Option 1]* rejected.

*[OR]*

*[Option 2]* rejected as to the following aspects:

*[Insert description of the aspects of the sample/range of samples which are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. Under clause 6.14(b)(ii), the Contract Administrator is entitled to reject samples if, in the reasonable opinion of the Contract Administrator, the sample (or range of samples) does not comply with the requirements of the Contract.]***

To: *[Insert name of Contract Administrator]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF LATENT CONDITION (ECI HC-1)**

**Clause 7.3(a)**

In accordance with clause 7.3(a) of the Contract, the Contractor notifies the Contract Administrator and the Commonwealth that it considers that a Latent Condition has been encountered or found. The nature of the Latent Condition considered to be encountered or found and its location are as follows:

*[Insert details of Latent Condition]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contractor must immediately give notice in writing to the Contract Administrator and the Commonwealth if it has encountered or found a Latent Condition. The Contract Administrator may need to seek further details from the Contractor.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO NOTICE REGARDING LATENT CONDITION (ECI HC-1)**

**Clause 7.3(b)**

The Contract Administrator refers to the Contractor’s notice under clause 7.3(a) of the Contract dated *[insert date of notice]*.

In accordance with clause 7.3(b) of the Contract, the Contract Administrator has determined that

*[Option 1]* no Latent Condition has been encountered or found.

*[OR]*

*[Option 2]* the following Latent Condition has been encountered or found:

*[Insert description of Latent Condition]*.

In accordance with clause 7.3(b) of the Contract, the Contractor is instructed to adopt the following course insofar as the Contractor’s Activities are affected by the Latent Condition:

*[Insert description of the course to be adopted]*

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. This notice must be served on the Contractor within 14 days of receiving the Contractor’s notice under clause 7.3(a). The Contractor is entitled to an extension of time to any relevant Date for Completion and to have the Delivery Phase Price increased by the extra costs reasonably incurred by the Contractor after the date of the Contractor’s notice under clause 7.3(a) and which arise directly from the Latent Condition and the Contract Administrator's instruction.]***

To: *[Insert name of Contract Administrator]* and *[Insert name and ABN of Contractor]* *OR [the Commonwealth]*

**[Insert name/description of Contract] (Contract)**

**NOTICE OF CHANGE IN STATUTORY REQUIREMENT (ECI HC-1)**

**Clause 8.4(a)**

In accordance with clause 8.4(a) of the Contract, the *[Contractor/Commonwealth]* notifies the Contract Administrator and the *[Commonwealth/Contractor]* of the following

*[Option 1]* change in a Statutory Requirement after the Award Date:

*[OR]*

*[Option 2]* variance between a Statutory Requirement and the Contract:

*[Insert details of change in Statutory Requirement or variance between Statutory Requirement and the Contract]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and the Commonwealth:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION IN RESPONSE TO CHANGE IN STATUTORY REQUIREMENT (ECI HC-1)**

**Clause 8.4(b)**

The Contract Administrator refers to the *[Contractor’s/Commonwealth’s]* notice dated *[insert date of notice]* concerning *[a change in a Statutory Requirement after the Award Date/variance between a Statutory Requirement and the Contract]*:

*[Insert details of change in Statutory Requirement or variance between Statutory Requirement and the Contract]*.

In accordance with clause 8.4(b) of the Contract, the Contractor is instructed to adopt the following course insofar as the Contractor’s Activities are affected by the *[change/variance]*:

*[Insert details of the course to be adopted by the Contractor]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Under clauses 8.4(c)(ii) and (d) of the Contract, the Contract Administrator is to determine the amount by which the Delivery Phase Price is to be increased or decreased in order to take into account the extra costs reasonably incurred by the Contractor or savings made by the Contractor in carrying out the Contractor’s Activities which arise directly from the change or variance and the Contract Administrator’s instruction. Accordingly, the Contract Administrator should carefully consider the cost implications of any instructions given.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO SUBCONTRACT (ECI HC-1)**

**Clause 8.5(a)**

In accordance with clause 8.5(a) of the Contract, the Contractor requests the Contract Administrator’s approval to subcontract the following parts of the Contractor’s Activities to the following subcontractor(s) who *[is/are not]* specified in the Contract Particulars:

**Proposed subcontractor(s):**

*[Insert details of proposed subcontractor(s)].*

**Work to be subcontracted:**

*[Insert details].*

The Contractor acknowledges that it will:

1. not be relieved of any of its liabilities or obligations under the Contract;
2. remain responsible for all subcontractors and for all work which is or may be subcontracted, as if it was itself executing the work, whether or not any subcontractors default or otherwise fail to observe any of the requirements of the relevant subcontract;
3. be vicariously liable to the Commonwealth for all acts, omissions and defaults of its subcontractors (and those of the employees and agents of its subcontractors) relating to, or in any way connected with, the Contractor’s Activities;
4. ensure that each subcontract contains provisions which bind the subcontractor to participate in any novation required by the Commonwealth under clause 14.5(a)(ii) and as otherwise required by the Contract; and
5. obtain and hold satisfactory and valid STRs (as defined in the Contract) for any subcontractor referred to under clause 8.5(a) of the Contract where the subcontract price is valued (or estimated) to be over $4 million (GST inclusive).

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO NOTICE REGARDING REQUEST TO SUBCONTRACT (ECI HC-1)**

**Clause 8.5(a)**

The Contract Administrator refers to the Contractor’s notice of request to subcontract work dated [*insert date]*.

In accordance with clause 8.5(a) of the Contract, the Contract Administrator

*[Option 1]* rejects the Contractor’s request.

*[OR]*

*[Option 2]* approves the Contactor’s request.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR *[SUBCONTRACTOR DEED OF COVENANT/CONSULTANT DEED OF COVENANT]* (ECI HC-1)**

**Clause 8.5(f)**

In accordance with clause 8.5(f) of the Contract, the Contract Administrator requests the Contractor to execute, procure the relevant subcontractor to execute, and deliver to the Contract Administrator a *[Subcontractor Deed of Covenant/Consultant Deed of Covenant]* duly completed with all relevant particulars in respect of the following subcontractor(s):

*[Insert details of relevant subcontractor(s)]*.

The *[Subcontractor Deed of Covenant/Consultant Deed of Covenant]* must be provided

*[Option 1]:* as a condition precedent to seeking the prior written approval of the Contract Administrator to subcontract any work under clause 8.5(a).

*[OR]*

*[Option 2]:* within *[insert]* days, and in any event, before commencement of work by the relevant subcontractor.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**PROVISIONAL SUM WORK (ECI HC-1)**

**Clause 8.7(a)**

In accordance with clause 8.7(a) of the Contract, the Contract Administrator instructs the Contractor

*[Option 1]* that the following item of Provisional Sum Work is deleted from the Contract:

*[OR]*

*[Option 2]* to proceed with the following item of Provisional Sum Work:

*[Insert description of Provisional Sum Work]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable]***.

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**PROVISIONAL SUM WORK NOT TO BE TENDERED (ECI HC-1)**

**Clause 8.9**

In accordance with clause 8.9 of the Contract, the Contract Administrator directs the Contractor that the Contractor is not required to invite tenders in respect of the following item of Provisional Sum Work under clause 8.9 of the Contract:

*[Insert description of Provisional Sum Work]*.

The Delivery Phase Price will be adjusted for this item of Provisional Sum Work in accordance with clause 8.11 of the Contract.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***This notice should not be issued if the Contractor will be required to invite tenders in respect of the relevant item of Provisional Sum Work. In these circumstances, after a notice to proceed is issued under clause 8.7 of the Contract, the Contractor will be required to arrange for the relevant item of Provisional Sum Work to be carried out under subcontracts entered into according to the procedure set out in clauses 8.9 and 8.10 of the Contract.***

***If the Contractor is not required to invite tenders in respect of an item of Provisional Sum Work, the Contract Administrator must endeavour to reach agreement with the Contractor as to the Delivery Phase Price adjustment required in relation to that item of Provisional Sum Work under clause 8.11 of the Contract. Only after the parties have failed to agree on the price adjustment can the Contract Administrator determine the amount under clause 11.3 of the Contract as if it were a Variation.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**RECOMMENDATION OF PROVISIONAL SUM WORK SUBCONTRACTOR (ECI HC-1)**

**Clause 8.9(c)**

In accordance with clause 8.9(c) of the Contract, the Contractor recommends to the Contract Administrator that the following tender be accepted as the successful tender for the following item of Provisional Sum Work:

**Tender:**

*[Insert details of tender].*

**Item of Provisional Sum Work:**

*[Insert description of Provisional Sum Work].*

*[Option 1]* This tender was the lowest priced tender.

*[OR]*

*[Option 2]* This tender was not the lowest priced tender. The lowest priced tender is not recommended because:

*[Insert reasons why lowest priced tender is not recommended].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION TO ENTER INTO SUBCONTRACT FOR PROVISIONAL SUM WORK (ECI HC-1)**

**Clause 8.9(d)**

In accordance with clause 8.9(d) of the Contract, the Contract Administrator instructs the Contractor to enter into a subcontract with the following tenderer for the following item of Provisional Sum Work:

**Tenderer:**

*[Insert details of tenderer].*

**Provisional Sum Work:**

*[Insert description of Provisional Sum Work].*

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF WORK HEALTH AND SAFETY MATTERS (ECI HC-1)**

**Clause 8.16(b)**

In accordance with clause 8.16(b) of the Contract, the Contractor notifies the Contract Administrator of the following work health and safety matter(s) arising out of or in connection with the Contractor’s Activities and the Works:

*[Insert the work health and safety matter(s) and dates and times at which they occurred]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contractor is required to inform the Contract Administrator:***

1. ***of notifiable incidents (within the meaning of the WHS Legislation) immediately, in accordance with clause 8.16(b)(i);***
2. ***of work health and safety incidents or accidents (which are not notifiable incidents) where the nature of the incident or accident indicates a potential systemic failure to identify hazards and manage risks to health and safety, so far as is reasonably practicable, within 24 hours of the incident or accident occurring, in accordance with clause 8.16(b)(ii); and***
3. ***of all other work health and safety matters arising out of or in connection with the Contractor's Activities and the Works, including any incident or accident (not required to be reported under clause 8.16(b)(i) or (ii)), in the reports under clause 3.10, in accordance with 8.16(b)(iii).]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR REMOVAL OF PLANT, EQUIPMENT AND WORK (ECI HC-1)**

**Clause 8.17**

In accordance with clause 8.17 of the Contract, the Contractor requests the Contract Administrator's approval to remove the following Plant, Equipment and Work from the Site:

*[Insert details of relevant Plant, Equipment and Work and details of reasons for removal].*

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST FOR REMOVAL OF PLANT, EQUIPMENT AND WORK (ECI HC-1)**

**Clause 8.17**

The Contract Administrator refers to the Contractor’s notice dated *[insert date of Contractor’s notice requesting to remove Plant, Equipment and Work from the Site]* in which the Contractor requested approval to remove the Plant, Equipment and Work stated in the notice from the Site.

In accordance with clause 8.17 of the Contract, the Contract Administrator

*[Option 1]* approves the removal of the following Plant, Equipment and Work:

*[OR]*

*[Option 2]* rejects the Contractor’s request to remove the following Plant, Equipment and Work:

*[Insert details of Plant, Equipment and Work the subject of approval and/or rejection].*

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE REGARDING THE ENVIRONMENT (ECI HC-1)**

**Clause 8.19(a)(iv)**

In accordance with clause 8.19(a)(iv) of the Contract, the Contractor notifies the Contract Administrator of

*[Option 1]* a non-compliance with the requirements of clause 8.19 of the Contract, being *[insert details of non-compliance]*.

*[OR]*

*[Option 2]* a breach of a Statutory Requirement for the protection of the Environment, being *[insert details of breach]*.

*[OR]*

*[Option 3]* an Environmental Incident, being *[insert details of incident]*.

*[OR]*

*[Option 4]* the receipt by the Contractor of a *[notice/order/communication]* received from *[insert name of authority]* for the protection of the Environment stating *[insert details of notice/order/communication]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Options which are inapplicable.]***

To: *[Insert name of Contract Administrator]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF VALUABLE, ARCHAEOLOGICAL OR SPECIAL INTEREST ITEMS (ECI HC-1)**

**Clause 8.21(b)**

In accordance with clause 8.21(b) of the Contract, the Contractor notifies the Contract Administrator and the Commonwealth that the following valuable, archaeological or special interest item(s) *[has/have]* been found on or in the Site:

**Location of item:**

*[Insert location where item/items found and any current location if item moved].*

**Description of item:**

*[Insert description of the item/items found and any other details which may be relevant to the Contract Administrator’s determination of what the appropriate course of action should be].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***The Contractor is required to immediately notify the Contract Administrator and the Commonwealth upon discovery of a valuable, archaeological or special interest item(s) on or in the Site and is required to protect the item(s) and not disturb it/them further until such time as the nature of the item has been competently determined.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION AS TO VALUABLE, ARCHAEOLOGICAL OR SPECIAL INTEREST ITEMS (ECI HC-1)**

**Clause 8.21(c)**

The Contract Administrator refers to the Contractor’s notice of a valuable, archaeological or special interest item found on or in the Site dated *[insert date of notice]*.

In accordance with clause 8.21(c) of the Contract, the Contract Administrator instructs the Contractor to adopt the following course in relation to the following valuable, archaeological or special interest item(s) found on or in the Site insofar as the Contractor’s Activities are affected by the finding of the item(s):

*[Insert details of item/items found and course to be adopted].*

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator must give this notice within 14 days of receiving a notice under clause 8.21(b)(i) from the Contractor.***

***When issuing instructions in relation to the item(s), the Contract Administrator should bear in mind that the Contractor will be entitled to have the Delivery Phase Price increased by the extra costs reasonably incurred by the Contractor after the giving of the notice under clause 8.21(b)(i) and which arise directly from the finding of the item and in complying with the Contract Administrator’s instruction. Accordingly, the Contract Administrator should carefully consider the cost implications of this notice.]***

To: *[Insert name of Contract Administrator]* *OR [Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO CHANGE ACCESS HOURS (ECI HC-1)**

**Clause 8.23**

The *[Contractor/Contract Administrator]* requests that, for the period starting *[insert start date]* and ending *[insert end date],* the access hours applicable to the Contractor’s Activities to be carried out on Site be as follows:

*[Insert start and finish times, and further details of location on Site where different access hours are required (if relevant)]*.

*[Signature]*

[Contractor/Contract Administrator]

*[Insert date]*

To: *[Insert name of Contract Administrator] OR [Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST TO CHANGE ACCESS HOURS (ECI HC-1)**

**Clause 8.23**

The *[Contractor/Contract Administrator]* refers to the *[Contract Administrator’s/Contractor’s]* notice dated *[insert date of notice requesting change to access hours]* requesting that the access hours applicable to the Contractor’s Activities on Site be changed to:

*[Insert start and finish times, and commencement and finish dates].*

The *[Contractor/Contract Administrator] [agrees to/does not agree to]* this request.

*[Signature]*

*[Contractor/Contract Administrator]*

*[Insert date]*

To: *[Insert name of the Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR APPROVAL OF LOCATION, LAYOUT AND CONTENT OF PROJECT SIGNBOARDS (ECI HC-1)**

**Clause 8.27(b)**

In accordance with clause 8.27(b) of the Contract, the Contractor requests that the Contract Administrator approve the location, layout and content for the project signboards as follows:

*[Insert description of location, layout and content and attach proposed location, layout and content if necessary].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to the Contractor:***

***The Contractor must, within 14 days of the commencement of the Contractor’s Activities on Site during the Delivery Phase, submit the proposed location, layout and content of the project signboards to the Contract Administrator for approval.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST FOR APPROVAL OF LOCATION, LAYOUT AND CONTENT OF PROJECT SIGNBOARDS (ECI HC-1)**

**Clause 8.27(b)**

The Contract Administrator refers to the Contractor’s request dated *[insert date of request]* for approval of the location, layout and content of project signboards set out in that request.

The location, layout and content of project signboards is

*[Option 1]* approved.

*[OR]*

*[Option 2]* rejected.

*[OR]*

*[Option 3]* to the extent the following changes are made *[insert changes directed by the Contract Administrator to location, layout and content of project signboards]* the location, layout and content of the project signboards is approved.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable.]***

To: *[Insert name of Contractor] [OR] [the Commonwealth]* and *[Insert name of the Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF A PANDEMIC ADJUSTMENT EVENT (ECI HC-1)**

**Clause 8.29(a)**

In accordance with clause 8.29(a) of the Contract, the *[Contractor [OR] Commonwealth]* notifies the Contract Administrator and the *[Contractor [OR] Commonwealth]* that it considers that a Pandemic Adjustment Event has occurred. The *[Contractor OR] Commonwealth]* provides the following details in respect of the Pandemic Adjustment Event:

*[Insert detailed particulars of:*

*(a) a change in Statutory Requirements (including a change in border requirements or quarantine requirements);*

*(b) a change in:*

*(i) the availability of local labour required for the Works; or*

*(ii) the ability to transport unfixed goods and materials to the Site where such unfixed goods and materials are located outside of the State or Territory in which the Site is located;*

*(c) closure (or reopening) of a subcontractor's factory, or any other location where subcontracted activities are being carried out, in respect of the supply of goods or materials required for the Works;*

*(d) such other events as may be specified in the Contract Particulars; or*

*(e) such other details or information as the Contract Administrator may require,*

*in each case which impacts the performance or progress of the Contractor's Activities at the Site.]*

*[Option 1] [Signature]*

Contractor

[OR]

*[Option 2] [Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to Contractor/Commonwealth:***

***Delete the Options which are inapplicable.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO NOTICE OF PANDEMIC ADJUSTMENT EVENT (ECI HC-1)**

**Clause 8.29(b) *[and (c)]***

The Contract Administrator refers to the [Contractor’s [OR] Commonwealth's] notice under clause 8.29(a) dated *[insert date of notice]* in which it notified the Contract Administrator and the *[Contractor [OR] Commonwealth]* that it considered that a Pandemic Adjustment Event had occurred.

The Contract Administrator has determined that a Pandemic Adjustment Event

*[Option 1]* has occurred.

*[AND]*

*[Option 2]* In accordance with clause 8.29(c) of the Contract, the Contractor is instructed to adopt the following course insofar as the Contractor's Activities are affected by the Pandemic Adjustment Event.

*[Insert description of course to be adopted]*.

The Contractor must comply with any further directions of the Contract Administrator in respect of the Pandemic Adjustment Event.

*[OR]*

*[Option 3]* has not occurred.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable.***

***The Contract Administrator must give this notice within 14 days of receiving a notice from the Contractor under clause 8.29(a).***

***The Contract Administrator should note that it is under no obligation to instruct the Contractor as to the course it is to adopt under clause 8.29(c). Any instruction from the Contract Administrator under clause 8.29(c) may include an instruction to prepare (and thereafter comply with) a plan satisfactory to the Contract Administrator specifying the steps that the Contractor will implement to avoid, mitigate, resolve and otherwise manage the effects of the Pandemic on the Contractor's Activities and the Works.***

***If the Contract Administrator determines that a Pandemic Adjustment Event has occurred, the Contractor will be entitled to the following in the Delivery Phase:***

***(a) an extension of time to any relevant Date for Completion where it is otherwise so entitled under clause 10.8 of the Contract; and***

***(b) have the Delivery Phase Price increased by the extra costs reasonably incurred by the Contractor after the giving of the notice under clause 8.29(a) of the Contract which arise directly from the Pandemic Adjustment Event or any instruction of the Contract Administrator above, as determined by the Contract Administrator.***

***(c) subject to paragraph 8.29(f) of the Contract, have the Delivery Phase Price decreased by any savings made (or which would have been made if the Contractor had taken all reasonable steps to maximise savings) by the Contractor which arise directly from the Pandemic Adjustment Event or any instruction of the Contract Administrator above, as determined by the Contract Administrator.]***

To: *[Insert name of Contract Administrator]*

**[Insert name/description of Contract] (Contract)**

**PROJECT PLANS (ECI HC-1)**

**Clause 9.2(a)(ii)*[A/C]***

In accordance with clause 9.2(a)(ii)*[A/C]* of the Contract, the Contractor *[submits/resubmits]* the attached *[Project Plan(s)/amended Project Plan(s)]* for review by the Contract Administrator:

*[Insert details of attached Project Plans].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contractor must submit/resubmit Project Plans until such plans have been reviewed and not rejected by the Contract Administrator within the time specified in the Contract Particulars.]***

To: *[Insert name and ABN of the Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REJECTION OF PROJECT PLANS (ECI HC-1)**

**Clause 9.2(a)(ii)B**

The Contract Administrator refers to the following Project Plan(s) *[submitted/resubmitted]* by the Contractor on *[insert date]*:

*[Insert description of submitted/resubmitted Project Plan(s)]*.

In accordance with clause 9.2(a)(ii)B of the Contract, the *[submitted/resubmitted]* Project Plan(s) *[is/are]* rejected in the following aspects, and amended Project Plan(s) must be submitted:

*[Insert description of the aspects of the Project Plans which are rejected]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Under clause 9.2(a)(ii)D of the Contract, the Contractor is to finalise each Project Plan in accordance with the requirements of the Contract to the satisfaction of the Contract Administrator so as to ensure that there is no delay or disruption to the Contractor’s Activities.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**DIRECTION TO CARRY OUT INSPECTIONS AND TESTS (ECI HC-1)**

**Clause 9.4**

In accordance with clause 9.4 of the Contract, the Contract Administrator directs the Contractor to carry out the following inspections and tests by *[insert date for completion of inspections and tests].*

**Inspections and tests:**

*[Insert details].*

**Procedure to employ in carrying out inspections and tests:**

*[Insert particular procedure specified in the Contract (this includes all documents which form part of the Contract) or, if no procedure is specified in the Contract, the Contract Administrator should insert reasonable directions to the Contractor as to the procedure to be employed].*

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***If the Contract Administrator directs the Contractor to carry out an inspection or test which is not otherwise required by the Contract or does not relate to a defect in respect of which the Contract Administrator gave an instruction under clause 9.6 of the Contract, and the results of the inspection or test show that the work is in accordance with the Contract, the reasonable costs incurred by the Contractor which arise directly from the inspection or test will be determined by the Contract Administrator and added to the Delivery Phase Price.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION REGARDING DEFECTS (ECI HC-1)**

**Clause 9.6**

The Contract Administrator has discovered or believes the following Defect to exist:

*[Insert description of Defect].*

In accordance with clause 9.6 of the Contract, the Contract Administrator instructs the Contractor that

*[Option 1]* it must correct *[the Defect/the following part of the Defect]* within the following period of time:

*[Insert description of part of Defect (if relevant) and time for correction].*

*[OR]*

*[Option 2]* it must carry out the following Variation to overcome the *[Defect/ following part of the Defect]* within the following period of time:

*[Insert description of Variation, part of Defect (if relevant) and time for carrying out Variation].*

*[OR]*

*[Option 3]* despite the Defect, the Commonwealth will accept *[the work/the following part of the work]:*

*[Insert description of work or part of work (if relevant)].*

The above does not affect the Contractor’s liability or responsibility, or the Commonwealth’s rights, under the Contract or otherwise.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contact Administrator:***

***Delete the Options which are inapplicable. Note that if the Contract Administrator selects Option 1 or 2, the Defects Liability Period may be extended under clause 9.11 of the Contract. Note also the potential cost implications of issuing a notice under this clause – see clauses 9.8 and 9.9.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF DETAILS FOR ALL PROGRAMS (ECI HC-1)**

**Clause 10.2(b)**

In accordance with clause 10.2(b) of the Contract, the Contract Administrator notifies the Contractor that it is required to include the following details in all of its programs:

*[Insert details required]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**INITIAL CLAIM FOR AN EXTENSION OF TIME (ECI HC-1)**

**Clause 10.6(a)**

In accordance with clause 10.6(a) of the Contract, the Contractor claims an extension to the Date for Completion of the *[Works/Stage (insert details of Stage)]*.

The following detailed particulars of the delay and the occurrence causing the delay are provided:

*[Insert detailed particulars of the delay and the occurrence causing the delay].*

The number of days for which the extension of time is claimed is *[insert number of days, not exceeding 28 days]*. The basis for calculating this period is as follows:

*[Insert basis for calculating the extension of time].*

The Contractor is or is likely to be delayed in carrying out the Contractor's Activities and achieving Completion of the Works or the *Stage* as follows:

*[Insert details and evidence].*

*[Signature]*

Contractor

*[Insert date]*

***[Note to Contractor and Contract Administrator:***

***The Contractor must give this notice not later than 28 days after the commencement of the delay to the carrying out of the Contractor's Activities.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**CLAIM FOR A FURTHER EXTENSION OF TIME (ECI HC-1)**

**Clause 10.6(b)**

The Contractor refers to its claim dated *[insert date]* for an extension of time to the Date for Completion of the *[Works/Stage (insert details of Stage)]*.

The delay specified in that notice has continued beyond 28 days from the commencement of the delay.

In accordance with clause 10.6(b) of the Contract, the Contractor claims an extension of time in respect of the following further period of delay: *[insert period of delay]*.

The following detailed particulars of the delay and the occurrence causing the delay are provided:

*[Insert detailed particulars of the delay and the occurrence causing the delay]*.

The number of days for which the further extension of time is claimed is *[insert number of days, not exceeding 28]*.

The basis for calculating this period is as follows:

*[Insert the basis for calculating the further extension of time]*.

The Contractor is or is likely to be delayed in carrying out the Contractor's Activities and achieving Completion of the Works or the Stage as follows:

*[Insert details and evidence]*.

*[Signature]*

Contractor

*[Insert date]*

***[Note to Contractor and Contract Administrator:***

***Claims for further extensions of time must be given every 28 days after the initial claim for extension of time, with a final written claim to be submitted 7 days after the end of the effects of the delay.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**DETERMINATION OF EXTENSION OF TIME CLAIM (ECI HC-1)**

**Clause 10.8(a)**

The Contract Administrator refers to the Contractor’s claim dated *[insert date of claim notice]* for an extension of time to the Date for Completion of the *[Works/Stage (insert details of Stage)]*.

*[Option 1]* In accordance with clause 10.8(a) of the Contract, the Date for Completion of the *[Works/ Stage]* is extended as follows:

*[Insert Stage (if relevant) and period of time for extension]*.

*[OR]*

*[Option 2]* The Contractor does not have any entitlement to an extension of time, for the following reasons:

*[Insert reasons by reference to the requirements of clause 10 of the Contract]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. In respect of Option 1, in determining the period of time by which the Date for Completion should be extended, the Contract Administrator must not include any period of delay in respect of which the Contractor (a) contributed to the delay or (b) failed to take all steps necessary both to preclude the cause of the delay and to avoid or minimise the extent of the delay.***

***This notice should be given within 21 days of the Contractor’s written claim under clause 10.6(a) or (b) of the Contract (as applicable).]***

To: *[Insert name and ABN of Contractor] and [Insert name and ABN of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**UNILATERAL EXTENSION OF TIME (ECI HC-1)**

**Clause 10.9(a)**

In accordance with clause 10.9(a) of the Contract, the Commonwealth notifies the Contractor and the Contract Administrator that the Date for Completion of the *[Works/Stage (insert details of Stage)]* is extended as follows:

*[Insert Stage (if relevant) and period of time for extension]*.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION TO SUSPEND (ECI HC-1)**

**Clause 10.11(a)(i)**

In accordance with clause 10.11(a)(i) of the Contract, the Contract Administrator instructs the Contractor to suspend as of *[insert date and time or state ‘as of immediate effect’]* the carrying out of

*[Option 1]* all of the Contractor’s Activities.

*[OR]*

*[Option 2]* the following part(s) of the Contractor’s Activities:

*[Insert description of which part(s) of the Contractor’s Activities are to be suspended (if relevant)]*.

The Contractor will be notified in accordance with clause 10.11(a)(i) of the Contract if it is to re-commence the Contractor’s Activities described above.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. See remainder of clause 10.11 of the Contract for implications as to costs.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION TO RE-COMMENCE (ECI HC-1)**

**Clause 10.11(a)(i)**

The Contract Administrator refers to its notice of suspension dated *[insert date of notice to suspend]*.

In accordance with clause 10.11(a)(i) of the Contract, the Contractor is instructed to re-commence the carrying out of

*[Option 1]* all of the Contractor’s Activities.

*[OR]*

*[Option 2]* the following part(s) of the Contractor’s Activities:

*[Insert description of which part(s) of the Contractor’s Activities are to be re-commenced (if relevant)].*

on *[insert date and time or state ‘as of immediate effect’]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable. See remainder of clause 10.11 of the Contract for implications as to costs.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**INSTRUCTION TO ACCELERATE (ECI HC-1)**

**Clause 10.12**

The Contract Administrator refers to the Contractor’s written claim dated *[insert date of claim for extension of time]* for an extension of time under clause 10.6 of the Contract dated *[insert date of claim for extension of time]* to the Date for Completion of the *[Works/Stage (insert details of Stage)]*.

In accordance with clause 10.12 of the Contract, the Contractor is instructed to accelerate the Contractor’s Activities by taking those measures which are necessary to overcome or minimise the extent and effects of *[all of the delay/the following part(s) of the delay]*:

*[Insert part(s) of delay if applicable]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***The Contract Administrator should consider whether to instruct the Contractor to accelerate fully or partially, having regard to factors such as the extent to which the acceleration is required by Defence, the extent to which it is physically possible for the Contractor to accelerate and the potential cost implications of issuing a notice under this clause - see clause 10.14(b).]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**VARIATION PRICE REQUEST (ECI HC-1)**

**Clause 11.1**

In accordance with clause 11.1 of the Contract, the Contract Administrator notifies the Contractor that the Commonwealth is considering the following Variation:

*[Insert details of proposed Variation]*.

The Contractor must provide the Contract Administrator with a written notice which sets out:

1. the adjustment (if any) to

*[Option 1 - in the case of a Planning Phase Material Variation]*

the Planning Phase Price to carry out the proposed Variation; and

*[AND / OR]*

*[Option 2 - in any other case]*

the Delivery Phase price to carry out the proposed Variation; and

1. the effect (if any) the proposed Variation will have on the current *[Planning Phase Program [AND / OR] Delivery Phase Program]* (including each relevant Date for Completion),

within 14 days of the receipt of this Variation Price Request.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator: Delete the Option which is inapplicable]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO VARIATION PRICE REQUEST (ECI HC-1)**

**Clause 11.1(c)**

The Contractor refers to the Contract Administrator’s Variation Price Request dated *[insert date of Variation Price Request]*.

The adjustment (if any) to the

*[Option 1 - in the case of a Planning Phase Material Variation]*

Planning Phase Price to carry out the proposed Variation is *[insert adjustment][; and /.]*.

*[AND / OR]*

*[Option 2 - in any other case]*

the Delivery Phase price to carry out the proposed Variation is *[insert adjustment]*.

The effect (if any) the proposed Variation will have on the current *[Planning Phase Program [AND / OR] Delivery Phase Program]* (including each Date for Completion) is *[insert details of the effect which the proposed Variation will have on the current Planning Phase Program and/or Delivery Phase Program (as applicable) (including each Date for Completion)]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor: Delete the Option which is inapplicable]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**VARIATION ORDER (ECI HC-1)**

**Clause 11.2**

In accordance with clause 11.2 of the Contract, the Contractor is instructed to proceed with

*[Option 1]* the Variation specified in the Variation Price Request dated *[insert date of Variation Price Request]*.

*[OR]*

*[Option 2]* the following Variation: *[insert description of the Variation]*.

*[AND]*

*[Option 3A]* The proposed adjustment to the Contract Price set out in the Contractor’s notice dated *[insert date of Contractor’s Response to Variation Price Request]* is agreed and will be made.

*[OR]*

*[Option 3B]* Any adjustment to the amounts payable under the Contract Price will be determined in accordance with clauses 11.3(b) and 11.3(c) of the Contract.

*[OR]*

*[Option 3C]* The Contractor is instructed that the Variation is to be carried out as daywork and any adjustment to the Contract Price will be determined in accordance with clause 11.3(d) of the Contract.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:  
Delete the Option which is inapplicable and then delete the Options as to adjustments which are inapplicable.]***To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**DAYWORK REPORT (ECI HC-1)**

**Clause 11.5(b)**

In accordance with clause 11.5(b) of the Contract, the Contractor informs the Contract Administrator that the following resources were used by the Contractor on *[insert date]* for the execution of daywork:

*[Insert:*

*(a) particulars of all resources used by the Contractor for the execution of the daywork; and*

(b) particulars and copies of time sheets, wages sheets, invoices, receipts and other documents evidencing the cost of the daywork].

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR VARIATION BY CONTRACTOR (ECI HC-1)**

**Clause 11.7**

In accordance with clause 11.7 of the Contract, the Contractor requests the Contract Administrator to direct the following Variation:

*[Insert:*

1. *a description of the Variation;*
2. *the additional or reduced costs or time involved in the Variation and any proposal for sharing any savings in costs with the Commonwealth including the amount;*
3. *any benefits which will flow to the Commonwealth from the Variation; and*
4. *the effect which the Variation will have upon the ECI Activities or the future cost of operating and maintaining the Works (as applicable)]*.

*[Signature]*

Contractor

*[Insert date]*

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**DETERMINATION OF REQUEST FOR VARIATION BY CONTRACTOR (ECI HC-1)**

**Clause 11.8(a)**

The Contract Administrator refers to the Contractor’s request for a Variation dated *[insert date of Contractor’s request for Variation]*.

*[Option 1]* In accordance with clause 11.8(a)(i) of the Contract, the Contract Administrator rejects the Contractor’s request for a Variation.

*[OR]*

*[Option 2]* In accordance with clause 11.8(a)(ii) of the Contract, the Contract Administrator approves the Contractor’s request for a Variation unconditionally.

*[OR]*

*[Option 3]* In accordance with clause 11.8(a)(ii) of the Contract, the Contract Administrator approves the Contractor's request for a Variation on the following conditions:

*[Insert any conditions of approval]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Options which are inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR DOCUMENTATION OR INFORMATION (ECI HC-1)**

**Clause 12.2(f)(ii)**

In accordance with clause 12.2(f)(ii) of the Contract, the Contract Administrator notifies the Contractor that the following information or documentation is required to be set out or attached to

*[Option 1]* payment claim *[insert reference]*:

*[OR]*

*[Option 2]* all payment claims:

*[Insert details of documentation or information required].*

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**REQUEST FOR CONSENT TO DIVULGE INFORMATION IN RELATION TO A SECURITY OF PAYMENT LEGISLATION ADJUDICATION APPLICATION (ECI HC-1)**

**Clause 12.18(e)**

In accordance with clause 12.18(e) of the Contract, the Contractor requests the Commonwealth’s consent to

*[Option 1]* divulge

*[OR]*

*[Option 2]* permit its *[servants/subcontractors/agents]* to divulge

to *[insert name of person information is to be divulged to] [a communication/a submission/a statement /evidence/information]* used or relied upon by the Commonwealth, being:

*[Insert details of communication/submission/statement/evidence/information as applicable]*

or details thereof. This *[communication/submission/statement/evidence/information]* relates to the following adjudication application:

*[Insert details of adjudication application including the applicable Security of Payment Legislation]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable. Refer to clause 12.18(e)(i) to (iv) of the Contract for further detail as to the Contractor’s obligations and the Commonwealth’s rights in relation to such information.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST FOR CONSENT TO DIVULGE INFORMATION IN RELATION TO A SECURITY OF PAYMENT LEGISLATION ADJUDICATION APPLICATION (ECI HC-1)**

**Clause 12.18(e)**

The Commonwealth refers to the Contractor’s request dated *[insert date of request]* in relation to the divulging of information relating to an adjudication application made under the relevant Security of Payment Legislation. The Commonwealth

*[Option 1]* consents.

*[OR]*

*[Option 2]* consents, on the following conditions:

*[Insert conditions]*.

*[OR]*

*[Option 3]* does not consent.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to Commonwealth:***

***Delete the Options which are inapplicable.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF ANTICIPATED COMPLETION (ECI HC-1)**

**Clause 13.1(b)**

In accordance with clause 13.1(b) of the Contract, the Contractor notifies the Contract Administrator that it anticipates achieving Completion of the

*[Option 1]* Works within *[28/14]* days.

*[OR]*

*[Option 2]* following Stage within *[28/14]* days:

*[Insert description of Stage]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Delete the Option which is inapplicable. The Contractor must give the Contract Administrator written notice 28 days, and then again 14 days, before it anticipates achieving Completion of the Works or a Stage.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF COMPLETION (ECI HC-1)**

**Clause 13.2(b)(i)**

In accordance with clause 13.2(b)(i) of the Contract, the Contract Administrator notifies the Contractor and Commonwealth that it is satisfied that Completion of the *[Works/Stage (insert description of Stage)]* was achieved on *[insert date]*.

*[Option 1]* For the purposes of clause 13.2(b)(i)B of the Contract, the following list of minor Defects is provided:

*[Insert minor Defects of the type described in paragraph (a) of the definition of “Completion” in clause 1.1 of the Contract]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Use Option 1 where there are minor Defects and complete additional details if selected. If there are no minor Defects, delete Option 1.]***

To: *[Insert name and ABN of Contractor]* and the Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE ADVISING THAT COMPLETION HAS NOT BEEN ACHIEVED (ECI HC-1)**

**Clause 13.2(b)(ii)**

In accordance with clause 13.2(b)(ii) of the Contract, the Contract Administrator notifies the Contractor and the Commonwealth that it is not satisfied that Completion has been achieved of the *[Works/Stage (insert description of Stage)]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**FURTHER NOTICE OF COMPLETION (ECI HC-1)**

**Clause 13.2(d)**

The Contractor refers to the Contract Administrator’s notice dated *[insert date]* rejecting the Contractor’s notice of Completion dated *[insert date]*.

In accordance with clause 13.2(d) of the Contract, the Contractor further notifies the Contract Administrator that it considers it achieved Completion of the

*[Option 1]* Works on *[insert date]*.

*[OR]*

*[Option 2]* following Stage on *[insert date]*:

*[Insert description of Stage]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF INTENTION TO OCCUPY, USE, OPERATE OR MAINTAIN PART OF THE WORKS OR A STAGE (ECI HC-1)**

**Clause 13.5(a)**

In accordance with clause 13.5(a) of the Contract, the Contract Administrator notifies the Contractor that the Commonwealth intends to occupy, use, operate or maintain (or arrange for Other Contractors to occupy, use, operate or maintain) the part(s) of the *[Works/Stage]* specified below:

*[Insert description of the part(s) of the Works/Stage (insert description of Stage) to be occupied, used, operated or maintained. Provide details of occupation, use, operation or maintenance e.g. time]*.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to both parties:***

***This notice does not limit or affect the obligations of the Contractor under the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF VARIATION (ECI HC-1)**

**Clause 16.1(a)**

The Contractor refers to the Contract Administrator’s direction dated *[insert date direction communicated to Contractor]* concerning *[insert details of direction]*.

In accordance with clause 16.1(a) of the Contract, the Contractor notifies the Contract Administrator that it considers the direction constitutes or involves a Variation.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***This notice must be issued within 7 days of the Contractor receiving the direction and before the Contractor commences work on the subject matter of the direction. The Contractor must continue to carry out the Contractor’s Activities and the Works in accordance with the Contract and all directions of the Contract Administrator, including any direction in respect of which notice has been given under clause 16.1 of the Contract, as required by clause 16.1(c) of the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**CLAIM FOR VARIATION (ECI HC-1)**

**Clause 16.1(b)**

The Contractor refers to its notice of Variation dated *[insert date]* concerning the Contract Administrator’s direction dated *[insert date of direction]*.

In accordance with clause 16.1(b) of the Contract, the Contractor makes the following Claim:

*[The Claim must include the following:*

1. *detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*
2. *the legal basis for the Claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term;*
3. *the facts relied upon in support of the Claim in sufficient detail to permit verification; and*
4. *details of the amount claimed and how it has been calculated in sufficient detail to permit verification].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***This notice must be served within 21 days after giving the earlier notice under clause 16.1(a) of the Contract that the Contractor considers a direction constitutes or involves a Variation. The Contractor must continue to carry out the Contractor’s Activities in accordance with the Contract and any direction in respect of which a notice has been given under clause 16.1 of the Contract, as required by clause 16.1(c) of the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**INITIAL NOTICE OF CLAIM (ECI HC-1)**

**Clauses 16.2 and 16.3(a)**

In accordance with clauses 16.2 and 16.3(a) of the Contract, the Contractor notifies the Contract Administrator that it proposes to make a Claim against the Commonwealth.

The Claim will be based upon the following:

*[Insert description of the relevant direction or other fact, matter or thing upon which the Claim will be based]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***This notice must be served within 21 days of the first occurrence of the direction or other fact, matter or thing upon which the Claim is based.***

***This notice must not be used for Claims for:***

1. ***an extension of time under clause 10.6;***
2. ***payment under clause 12.2 of the Contract of the original Contract Price specified in the Contract Particulars; or***
3. ***a Variation instructed in accordance with clause 11.2 of the Contract or to which clause 16.1 of the Contract applies.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF CLAIM (ECI HC-1)**

**Clauses 16.2 and 16.3(b)**

The Contractor refers to its initial notice dated *[insert date]* giving notice to the Contract Administrator that the Contractor proposes to make a Claim against the Commonwealth based on *[insert description of relevant direction or other fact, matter or thing]*.

In accordance with clauses 16.2 and 16.3(b) of the Contract, the Contractor makes the following Claim:

*[The Claim must include the following:*

1. *detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*
2. *the legal basis for the Claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term;*
3. *the facts relied upon in support of the Claim in sufficient detail to permit verification; and*
4. *details of the amount claimed and how it has been calculated in sufficient detail to permit verification].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***This notice must be served within 21 days of giving the initial written notice under clause 16.3(a) of the Contract.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract] (Contract)***

**NOTICE OF CONTINUING EVENTS (ECI HC-1)**

**Clause 16.4**

The Contractor refers to its Claim dated *[insert date]* based on *[insert description of relevant direction or other fact, matter or thing]*.

*[Option 1]* The *[direction/fact/matter/thing]* upon which the Claim is based is continuing.

*[OR]*

*[Option 2]*  The consequences of the *[direction/fact/matter/thing]* are continuing.

In accordance with clause 16.4 of the Contract, the Contractor gives the following information:

*[The information must include the following:*

1. *detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*
2. *the legal basis for the Claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term;*
3. *the facts relied upon in support of the Claim in sufficient detail to permit verification; and*
4. *details of the amount claimed and how it has been calculated in sufficient detail to permit verification].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor and Contract Administrator:***

***The Contractor must issue this notice every 28 days after a written claim under clause 16.1(b) or 16.3(b) of the Contract (as the case may be) was submitted until after the direction or fact, matter or thing upon which the Claim is based has, or the consequences thereof have, ceased.]***

To: The Commonwealth

***[Insert name/description of Contract]* (Contract)**

**NOTICE OF BREACH OF PRIVACY PRINCIPLES (ECI HC-1)**

**Clause 18.6(c)**

Pursuant to clause 18.6(c) of the Contract, the Contractor notifies the Commonwealth that it has

*[Option 1]* become aware that a breach of the obligations set out in clause 18.6 of the Contract has been committed by the *[Contractor/a subcontractor (insert details of the subcontractor, if applicable)]*.

*[OR]*

*[Option 2]* become aware that a subcontractor has breached its obligations under a subcontract, as contemplated by clause 18.6(a)(xi) of the Contract. The relevant subcontractor is [*insert details of subcontractor]*.

*[OR]*

*[Option 3]* become aware that a disclosure of Personal Information (as defined in the Contract) may be required by law *[insert details of relevant law and information which may have to be disclosed]*.

*[OR]*

*[Option 4]* *[been approached by/been contacted by]* *OR [become aware that a subcontractor has been [approached/contacted] by]*:

*[AND]*

*[Option 4a]* the Federal Privacy Commissioner.

*[OR]*

*[Option 4b]* a person claiming that their privacy has been interfered with.

*[Signature]*

Contractor

*[insert date]*

***[Instructions to Contractor:***

***Delete the Options which are inapplicable. Options 4a and 4b are only applicable if Option 4 is chosen.]***

To: *[Insert name of Contract Administrator]*

***[Insert name/description of Contract]* (Contract)**

**REQUEST TO *[FURNISH INFORMATION/ISSUE DOCUMENT OR OTHER MATERIAL]* (ECI HC-1)**

**Clause 18.11(a)**

Pursuant to clause 18.11(a) of the Contract, the Contractor requests the Contract Administrator’s approval to *[furnish the following information/issue the following document or other written or printed material]* for publication in the media:

*[Insert details]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

***Clause 18.11 does not limit clause 20 (Information Security).]***

To: *[Insert name and ABN of Contractor]*

***[Insert name/description of Contract]* (Contract)**

**RESPONSE TO REQUEST TO *[FURNISH INFORMATION/ISSUE DOCUMENT OR OTHER MATERIAL]* (ECI HC-1)**

**Clause 18.11(a)**

The Contract Administrator refers to the Contractor’s request to *[furnish information/issue document or other written or printed material]* dated *[insert date of Contractor’s request]*.

In accordance with clause 18.11(a) of the Contract, the Contract Administrator

*[Option 1]* approves the Contractor’s request.

*[OR]*

*[Option 2]* rejects the Contractor’s request.

*[Signature]*

Contract Administrator

*[Insert date]*

***[Instructions to Contract Administrator:***

***Delete the Option which is inapplicable.***

***Clause 18.11 does not limit clause 20 (Information Security).]***