To: *[Insert name of Contract Administrator]*

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

**REQUEST TO REPLACE KEY PERSON (EWP MEWC-1)**

**Clause 2.3**

In accordance with clause 2.3 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 (EWP MEWC-1)**

**Clause 2.3**

The Contract Administrator refers to the Contractor’s request under clause 2.3 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 2.3 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 (EWP MEWC-1)**

**Clause 2.4**

In accordance with clause 2.4 of the Contract, the Contract Administrator directs 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.

*[AND/OR]*

*[Option 4]* not a fit and proper person to be engaged in connection with the Contractor's Activities.

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 (EWP MEWC-1)**

**Clause 4.3(f)**

In accordance with clause 4.3(f) of the Contract, the Contract Administrator requires that the Contractor promptly provide evidence satisfactory to the Contract Administrator that the:

1. Contractor has complied with clause 4.3 of the Contract; and
2. Contractor’s *[insert coverage/type of insurance, i.e. public liability insurance/workers’ compensation insurance/professional indemnity insurance/construction risks insurance/any other type of insurance]* insurance policy is current and complies with clause 4.3 of the Contract.

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 4.3 complies with clause 4.3 and is current at any time during the term 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 EXPIRY, CANCELLATION OR RESCISSION OF INSURANCE POLICY (EWP MEWC-1)**

**Clause 4.3(g)(i)**

In accordance with clause 4.3(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 (EWP MEWC-1)**

**Clause 4.3(g)(i)**

The Contract Administrator refers to the Contractor’s notice under clause 4.3(g)(i) of the Contract dated *[insert date of notice]*.

In accordance with clause 4.3(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:***

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

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

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

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

**Clause 4.3(g)(ii)**

In accordance with clause 4.3(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 (EWP MEWC-1)**

**Clause 4.3(g)(ii)**

In accordance with clause 4.3(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 (EWP MEWC-1)**

**Clause 4.3(h)(iv)**

In accordance with clause 4.3(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]* (EWP MEWC-1)**

**Clause 4.3(h)(vii)**

In accordance with clause 4.3(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]* (EWP MEWC-1)**

**Clause 4.3(h)(vii)**

The Contract Administrator refers to the Contractor’s request under clause 4.3(h)(vii) of the Contract dated *[insert date of request]*.

In accordance with clause 4.3(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 (EWP MEWC-1)**

**Clause 4.3(h)(viii)**

In accordance with clause 4.3(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 the lapse/cancellation/rescission is anticipated]*.

*[Signature]*

Contractor

*[Insert date]*

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

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

***[REJECTION OF / PERMISSION TO USE]* DESIGN (EWP MEWC-1)**

**Clause 5.2**

The Contract Administrator refers to the design submitted or resubmitted by the Contractor on *[Insert date]* as follows:

*[Insert description of design]*.

In accordance with clause 5.2 of the Contract, the Contract Administrator

*[Option 1]* permits

*[OR]*

*[Option 2]* does not permit

the Contractor to use such design.

*[Signature]*

Contract Administrator

*[Insert date]*

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

***The Contract Administrator must give (or withhold) permission within 14 days of submission of the design by the Contractor.***

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

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

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

**REQUEST FOR ACCESS TO PREMISES AND PROJECT DOCUMENTS (EWP MEWC-1)**

**Clause 5.7**

In accordance with clause 5.7 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 and copying 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 5.7(a)(vi) of the Contract:

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

 Further, in accordance with clause 5.7(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 and omissions in the Works 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 / PERMISSION TO USE]* SAMPLES (EWP MEWC-1)**

**Clause 5.9(b)**

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

*[Insert description of sample]*.

In accordance with clause 5.9(b) of the Contract, the Contract Administrator

*[Option 1]* permits

*[OR]*

*[Option 2]* does not permit

the Contractor to use such sample.

*[Signature]*

Contract Administrator

*[Insert date]*

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

***Delete the Option which is inapplicable. The Contract Administrator must provide this notice to the Contractor within 14 days of submission of the relevant sample by the Contractor.]***

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

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

**NOTICE OF LATENT CONDITION (EWP MEWC-1)**

**Clause 6.5(a)**

In accordance with clause 6.5(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 considers 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 (EWP MEWC-1)**

**Clause 6.5(b)**

The Contract Administrator refers to the Contractor’s notice under clause 6.5(a) of the Contract dated *[insert date of notice]*.

In accordance with clause 6.5(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 6.5(b)(ii) 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 6.5(a). The Contractor is entitled to an extension of time to any relevant Date for Completion and to have the Contract Price increased by the extra costs reasonably incurred by the Contractor after the date of the Contractor’s notice under clause 10.3 and which arise directly from the Latent Condition and the Contract Administrator's instruction.]***

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

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

**NOTICE OF VALUABLE, ARCHAEOLOGICAL OR SPECIAL INTEREST ITEMS (EWP MEWC-1)**

**Clause 6.8(b)**

In accordance with clause 6.8(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 in accordance with clause 6.8(b)(iii).]***

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

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

**INSTRUCTION AS TO VALUABLE, ARCHAEOLOGICAL OR SPECIAL INTEREST ITEMS (EWP MEWC-1)**

**Clause 6.8(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 6.8(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 6.8(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 Contract Price increased by the extra costs reasonably incurred by the Contractor after the giving of the notice under clause 6.8(b)(i) and which arise directly from the finding of the item and in complying with the Contract Administrator’s instruction. The Contractor will also be entitled to an extension of time where it is otherwise so entitled under clause 9.5. Accordingly, the Contract Administrator should carefully consider the time and cost implications of this notice.]***

To: *[Insert name of Contract Administrator]*

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

**NOTICE REGARDING THE ENVIRONMENT (EWP MEWC-1)**

**Clause 6.9(a)(iv)**

In accordance with clause 6.9(a)(iv) of the Contract, the Contractor notifies the Contract Administrator of

*[Option 1]* a non-compliance with the requirements of clause 6.9 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]* receipt by the Contractor of a *[notice/order/communication]* received from *[insert name of relevant Authority]* stating *[insert details of notice/order/communication]*.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor:***

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

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

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

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

**Clause 6.11(b)**

In accordance with clause 6.11(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 of the project signboards 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, 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 (EWP MEWC-1)**

**Clause 6.11(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 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 (EWP MEWC-1)**

**Clause 7.2(a)(iii)A**

In accordance with clause 7.2(a)(iii)A 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 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].*

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

Contractor

*[Insert date]*

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

***Relevant party 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]* (EWP MEWC-1)**

**Clause 7.2(a)(iii)A**

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 7.2(a)(iii)A 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:***

***The Contract Administrator must provide this notice to the Contractor within 14 days of 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 set out in the Contract Particulars; and***

***(b) (if applicable), clause 7.2(a)(ii) of the Contract, which provides 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.]***

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 (EWP MEWC-1)**

**Clause 7.2(a)(iii)B**

In accordance with clause 7.2(a)(iii)B 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 7.2(a)(iii)B 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 specified in the Contract Particulars will apply; and***

***(b) (if applicable), clause 7.2(a)(ii) 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.]***

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 REQUIREMENTS (EWP MEWC-1)**

**Clause 7.3(b)**

In accordance with clause 7.3 of the Contract, the *[Contractor/Commonwealth]* notifies the Contract Administrator and the *[Commonwealth/Contractor]* of the following change in the requirements with which the Contractor must comply under clause 7.3 after the Award Date:

*[Insert details of change in requirements].*

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

*[Signature]*

Contractor

*[Insert date]*

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

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

**INSTRUCTION IN RESPONSE TO CHANGE IN REQUIREMENTS (EWP MEWC-1)**

**Clause 7.3(b)(ii)**

The Contract Administrator refers to the *[Contractor’s/Commonwealth’s]* notice dated *[insert date of notice]* concerning a change in the requirements with which the Contractor must comply under clause 7.3 after the Award Date:

*[Insert details of change in requirements].*

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

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

*[Signature]*

Contract Administrator

*[Insert date]*

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

***Under clauses 7.3(b)(iii) and (iv) of the Contract, the Contract Administrator is to determine the amount by which the Contract 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 in requirements and the Contract Administrator’s instructions. The Contractor may also be entitled to an extension of time to any relevant Date for Completion where it is otherwise so entitled under clause 9.5. Accordingly, the Contract Administrator should carefully consider the time and cost implications of any instructions given.]***

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

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

**REQUEST TO SUBCONTRACT (EWP MEWC-1)**

**Clause 7.4(a)**

In accordance with clause 7.4(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:

*[Insert details of Contractor’s Activities to be subcontracted and details of the relevant subcontractor(s)]*

The Contractor acknowledges that it will:

1. ensure that each subcontract contains provisions as required by the Contract;
2. remain fully responsible for the Contractor’s Activities notwithstanding the it has subcontracted the performance of any part of the Contractor’s Activities;
3. prior to Completion, procure and provide the Commonwealth with the warranties described in the Contract Particulars of the Contract from the relevant subcontractor(s), in favour of the Commonwealth and in the form of the Collateral Warranty; and
4. obtain and hold satisfactory and valid STRs of any subcontractor subcontracted under clause 7.4(a) where the subcontract price is valued (or estimated) to be over $4 million (inclusive of GST).

*[Signature]*

Contractor

*[Insert date]*

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

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

**RESPONSE TO NOTICE REGARDING REQUEST TO SUBCONTRACT (EWP MEWC-1)**

**Clause 7.4(a)**

The Contractor Administrator refers to the Contractor’s notice of request to subcontract dated *[insert date]*. In accordance with clause 7.4(a) of the Contract, the Contract Administrator.

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

*[OR]*

*[Option 2]* approves the Contractor’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]* (EWP MEWC-1)**

**Clause 7.4(e)**

In accordance with clause 7.4(e) of the Contract, the Contract Administrator requests the Contractor to execute, procure and deliver to the Contract Administrator a duly completed and executed *[Subcontractor Deed of Covenant/Consultant Deed of Covenant]* which has been executed by both the Contractor and 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 the Contractor seeking the prior written approval of the Contract Administrator under clause 7.4(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 (EWP MEWC-1)**

**Clause 7.5(b)(i)**

In accordance with clause 7.5(b)(i) of the Contract, the Contract Administrator instructs the Contractor to proceed with the following item of Provisional Sum Work:

*[Insert description of Provisional Sum Work].*

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

**INSTRUCTION TO INVITE TENDERS FOR PROVISIONAL SUM WORK (EWP MEWC-1)**

**Clause 7.5(b)(iii)**

In accordance with clause 7.5(b)(iii) of the Contract, the Contract Administrator directs the Contractor to invite tenders from *[insert number]* persons for the following item of Provisional Sum Work:

**Provisional Sum Work:**

*[Insert description of Provisional Sum Work].*

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

**INSTRUCTION TO ENTER INTO SUBCONTRACT FOR PROVISIONAL SUM WORK (EWP MEWC-1)**

**Clause 7.5(b)(v)**

In accordance with clause 7.5(b)(v) of the Contract, the Contract Administrator directs 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 details of Provisional Sum Work].*

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

**NOTICE OF A PANDEMIC ADJUSTMENT EVENT (EWP MEWC-1)**

**Clause 7.7(a)**

In accordance with clause 7.7(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:*

* 1. *a change in Statutory Requirements (including a change in border requirements or quarantine requirements);*
	2. *a change in:*
		1. *the availability of local labour required for the Works; or*
		2. *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;*
	3. *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;*
	4. *such other events as may be specified in the Contract Particulars; or*
	5. *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.]*

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

*[Signature]*

Contractor

*[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 (EWP MEWC-1)**

**Clause 7.7(b) *[and (c)]***

The Contract Administrator refers to the *[Contractor's [OR] Commonwealth's]* notice under clause 7.7(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 7.7(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 7.7(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 7.7(c). Any instruction from the Contract Administrator under clause 7.7(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:***

***(a) an extension of time to any relevant Date for Completion where it is otherwise so entitled under clause 9.5 of the Contract; and***

***(b) have the Contract Price increased by the extra costs reasonably incurred by the Contractor after the giving of the notice under clause 7.7(a) of the Contract which arise directly from the Pandemic Adjustment Event and any instruction of the Contract Administrator above, as determined by the Contract Administrator.]***

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

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

**DIRECTION TO CARRY OUT INSPECTIONS AND TESTS (EWP MEWC-1)**

**Clause 8.3(a)**

In accordance with clause 8.3(a) 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 and Contractor:***

***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 work in respect of which the Contract Administrator has given a direction under clause 8.4 or 8.5 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 Contract Price.***

***The Contractor's entitlement to an increase to the Contract Price under this clause is subject to the Contractor complying with clause 12.]***

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

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

**DIRECTION REGARDING NON-CONFORMING ACTIVITIES BEFORE COMPLETION (EWP MEWC-1)**

**Clause 8.4**

In accordance with clause 8.4 of the Contract, the Contract Administrator notifies the Contractor that the following part of the Contractor’s Activities is not in accordance with the Contract:

*[Insert description of the non-conformance].*

In accordance with clause 8.4 of the Contract, the Contract Administrator instructs the Contractor that

*[Option 1]* it must correct the non-conformance within the following period of time:

 *[Insert time for correction]*.

*[OR]*

*[Option 2]* it must carry out the following Variation to overcome the non-conformance within the following period of time:

 *[Insert Variation and time within which it is to be carried out].*

*[OR]*

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

 *[Insert details of non-conforming work].*

*[AND, IF OPTION 3 APPLIES]*

 *[Option 3A]* The Contractor is responsible for the non-conformance. The cost of correcting the non-conformance is determined to be *[insert amount]*. Pursuant to clause 8.4(d), the Contract Price will be reduced by this amount.

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

*[Signature]*

Contract Administrator

*[Insert date]*

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

***Delete the Options which are inapplicable and complete the relevant details. If Option 3 applies, consider whether Option 3A also applies. The Contract Administrator should consider whether there are any time or cost implications under clause 8.4(b)(ii), 8.4(c) or 8.4(d).]***

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

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

**INSTRUCTION RELATING TO *[DEFECT/OMISSION]* IN THE *[WORKS/STAGE]* (EWP MEWC-1)**

**Clause 8.5**

The Contract Administrator has discovered or believes the following *[defect/omission]* in the *[Works/Stage]* to exist:

*[Insert description of the defect or omission in the Works or Stage].*

In accordance with clause 8.5 of the Contract, the Contract Administrator instructs the Contractor that

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

 *[Insert time for correction]*.

*[OR]*

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

 *[Insert description of Variation and time for carrying it out].*

*[OR]*

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

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

*[AND, IF OPTION 3 APPLIES]*

*[Option 3A]* The Contractor is responsible for the *[defect/omission].* The cost of correcting the *[defect/omission]* is determined to be *[insert amount].* Pursuant to clause 8.5(c), the Contract Price will be reduced by this amount.

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

*[Signature]*

Contract Administrator

*[Insert date]*

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

***Delete the Options which are inapplicable and complete the relevant details. If Option 3 applies, consider whether Option 3A also applies. The Contractor Administrator should consider whether there are any cost implications under clause 8.5(b)(ii), 8.5(c) or 8.5(d).]***

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

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

**ADDITIONAL MATTERS FOR REPORTS (EWP MEWC-1)**

**Clause 8.6(b)(vi)**

In accordance with clause 8.6(b)(vi) of the Contract, the Contract Administrator requires the Contractor to submit the following further information in its report under clause 8.6:

*[Insert additional matters to be included by the Contractor in its report].*

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

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

**PROJECT PLANS (EWP MEWC-1)**

**Clause 8.7(a)(ii)*[A/C]***

In accordance with clause 8.7(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 provided under the Contract.]***

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

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

**REJECTION OF PROJECT PLANS (EWP MEWC-1)**

**Clause 8.7(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 8.7(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 8.7(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 of Contract Administrator]*

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

**NOTICE OF WORK HEALTH AND SAFETY MATTERS (EWP MEWC-1)**

**Clause 8.9(b)**

In accordance with clause 8.9(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 on which they occurred].*

*[Signature]*

Contractor

*[Insert date]*

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

***In respect of all work health and safety matters arising out of or in connection with the Contractor’s Activities and the Works, the Contractor is required to inform the Contract Administrator of:***

***(a) notifiable incidents (within the meaning of the WHS Legislation) immediately, in accordance with clause 8.9(b)(i);***

***(b) 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 8.9(b)(ii); and***

***(c) all other work health and safety matters arising out of or in connection with the Contractor's Activities and the Works, including the occurrence of any other incident or accident (not required to be reported under clause 8.9(b)(i) or (ii), in the reports under clause 2.6 (if clauses 2.5 and 2.6 apply)), in accordance with 8.9(b)(iii).]***

To: *[Insert name of Contract Administrator]*

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

**CLAIM FOR AN EXTENSION OF TIME (EWP MEWC-1)**

**Clause 9.4**

In accordance with clause 9.4 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].*

The number of days for which the extension of time is claimed is *[insert number of days]*. The basis for calculating this period is as follows:

*[Insert basis for calculating the number of days' extension of time claimed].*

*[Signature]*

Contractor

*[Insert date]*

***[Instructions 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. The Contractor's notice should also:***

* ***identify whether it has been delayed by an Act of Prevention or a cause specified in the Contract Particulars (and if the latter, identify the relevant cause); and***
* ***provide detailed particulars of how the Act of Prevention or cause specified in the Contract Particulars (as the case may be) has delayed, or is likely to delay, the Contractor in achieving Completion of the Works or the Stage.]***

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

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

**DETERMINATION OF EXTENSION OF TIME CLAIM (EWP MEWC-1)**

**Clause 9.5(a)(i)**

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

*[Option 1]* In accordance with clause 9.5(a)(i) 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 in respect of its Claim, for the following reasons:

 *[Insert reasons by reference to the requirements of clause 9 of the Contract]*.

*[Signature]*

Contract Administrator

*[Insert date]*

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

***Delete the Option which is inapplicable. The Contract Administrator must provide this notice to the Contractor and the Commonwealth within 21 days of the later of the:***

* ***Contractor’s notice under clause 9.4; or***
* ***end of the effects of the delay.]***

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 (EWP MEWC-1)**

**Clause 9.5(a)(ii)**

In accordance with clause 9.5(a)(ii) 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)**

**DIRECTION TO SUSPEND (EWP MEWC-1)**

**Clause 9.7(a)**

In accordance with clause 9.7(a) of the Contract, the Contract Administrator directs 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 9.7(a) 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 and complete additional details. See clause 9.7(b)(i) and (ii) for implications as to time and cost.]***

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

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

**INSTRUCTION TO RE-COMMENCE (EWP MEWC-1)**

**Clause 9.7(a)**

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

In accordance with clause 9.7(a) 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 clause 9.7(b)(i) and (ii) of the Contract for implications as to time and cost.]***

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

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

**VARIATION PRICE REQUEST (EWP MEWC-1)**

**Clause 10.1**

In accordance with clause 10.1 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 the Contract Price to carry out the proposed Variation; and
2. the effect (if any) the proposed Variation will have on the Contractor's program (including each Date for Completion),

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

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

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

**RESPONSE TO VARIATION PRICE REQUEST (EWP MEWC-1)**

**Clause 10.1(b)**

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

The adjustment (if any) to the Contract Price to carry out the proposed Variation is *[insert adjustment].*

The effect (if any) the proposed Variation will have on the Contractor's program (including each Date for Completion) is *[insert details of the effect which the proposed Variation will have on the current program (including each Date for Completion)]*.

*[Signature]*

Contractor

*[Insert date]*

***[Note to Contract Administrator:***

***The Contractor must provide the Contract Administrator with a written notice within 14 days of receipt of a Variation Price Request (or such longer period as may be agreed by the Contract Administrator).]***

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

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

**VARIATION ORDER (EWP MEWC-1)**

**Clause 10.2**

In accordance with clause 10.2 of the Contract, the Contractor is directed to proceed with the following Variation: *[insert description of the Variation]*.

Any adjustment to the Contract Price will be determined in accordance with clause 10.3 of the Contract.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name Contract Administrator]*

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

**NOTICE OF VARIATION (EWP MEWC-1)**

**Clause 10.4**

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

In accordance with clause 10.4 of the Contract, the Contractor notifies the Contract Administrator that it considers the direction constitutes or involves a Variation, for the following reasons:

*[Insert reasons].*

*[Signature]*

Contractor

*[Insert date]*

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

***The Contractor must provide this notice to the Contract Administrator within 7 days of the Contractor receiving the relevant direction and before the Contractor commences work on the subject matter of the direction. The Contractor must continue to perform the Contractor’s Activities 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 10.4 of the Contract, as required by clause 10.4 of the Contract.]***

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

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

**REQUEST FOR DOCUMENTATION OR INFORMATION (EWP MEWC-1)**

**Clause 11.2(f)(ii)**

In accordance with clause 11.2(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 (EWP MEWC-1)**

**Clause 11.16(e)**

In accordance with clause 11.16(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 11.16(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 (EWP MEWC-1)**

**Clause 11.16(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)**

**INITIAL NOTICE OF CLAIM (EWP MEWC-1)**

**Clause 12.1**

In accordance with clause 12.1 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:***

***The Contractor must provide this notice to the Contract Administrator within 21 days of the first occurrence of the relevant direction or other fact, matter or thing upon which the claim is based.]***

***This notice should not be used for claims for:***

***(a) an extension of time under clause 9.4 of the Contract;***

***(b) a Variation instructed in accordance with clause 10.2; or***

***(c) payment under clause 11.2 of the original Contract Price specified in the Contract Particulars.]***

To: *[Insert name of Contract Administrator]*

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

**NOTICE OF CLAIM (EWP MEWC-1)**

**Clause 12.1(e)**

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 fact, matter or thing arising out of or in connection with the Contractor's Activities, the Works or the Contract]*.

In accordance with clause 12.1(e) of the Contract, the Contractor makes the following claim:

*[The claim must include the following:*

1. *detailed particulars of the events on 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 quantification of the amount claimed in sufficient detail to permit verification].*

*[Signature]*

Contractor

*[Insert date]*

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

***The Contractor must provide this notice to the Contract Administrator within 21 days of giving the initial written notice under clause 12.1(d) of the Contract.]***

To: *[Insert name of Contract Administrator]*

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

**NOTICE OF CONTINUING EVENTS (EWP MEWC-1)**

**Clause 12.2**

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

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

*[OR]*

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

In accordance with clause 12.2 of the Contract, the Contractor gives the following information:

*[The information must include the following as required by clause 12.1(e) of the Contract:*

1. *detailed particulars concerning the 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 quantification of the amount claimed 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 submission of a written claim under clause 12.1(e) of the Contract until after the relevant fact, matter or thing upon which the claim is based has, or the consequences thereof have, ceased.]***

To: *[Insert name of Contract Administrator]*

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

**NOTICE OF ANTICIPATED COMPLETION (EWP MEWC-1)**

**Clause 13.1**

In accordance with clause 13.1 of the Contract, the Contractor notifies the Contract Administrator that it has achieved Completion of the *[Works/following Stage (insert details of Stage)]*.

*[Signature]*

Contractor

*[Insert date]*

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

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

**NOTICE OF COMPLETION (EWP MEWC-1)**

**Clause 13.1**

In accordance with clause 13.1 of the Contract, the Contract Administrator notifies the Contractor and Commonwealth that it is satisfied that Completion of the [*Works/following Stage]* *[insert details of Stage]* was achieved on *[insert date]*.

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

**NOTICE ADVISING THAT COMPLETION HAS NOT BEEN ACHIEVED (EWP MEWC-1)**

**Clause 13.1**

In accordance with clause 13.1 of the Contract, the Contract Administrator notifies the Contractor and the Commonwealth that it is not satisfied that Completion of the *[Works/Stage]* *[insert details of Stage]* has been achieved.

*[Signature]*

Contract Administrator

*[Insert date]*

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 (EWP MEWC-1)**

**Clause 13.4(a)**

In accordance with clause 13.4(a) of the Contract, the Contract Administrator notifies the Contractor that the Commonwealth or Other Contractor intends 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 (specifying 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:***

***Whilst this notice does not limit or affect the Contractor's obligations under the Contract, the Commonwealth must endeavour to occupy, use, operate or maintain that part so as to not interfere with the Contractor’s performance.]***

To: the Commonwealth

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

**NOTICE OF BREACH OF PRIVACY PRINCIPLES (EWP MEWC-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]* (EWP MEWC-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]* (EWP MEWC-1)**

**Clause 18.11**

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 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).]***

To: *[Insert name of Contract Administrator]*

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

**REQUEST TO CHANGE ACCESS HOURS (EWP MEWC-1)**

**Clause 18.12**

In accordance with clause 18.12 of the Contract, the Contractor 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

*[Insert date]*

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

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

**RESPONSE TO REQUEST TO CHANGE ACCESS HOURS (EWP MEWC-1)**

**Clause 18.12**

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

*[Signature]*

Contract Administrator

*[Insert date]*