To: *[Insert name of Contract Administrator]*

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

**NOTICE OF MATTERS IMPACTING ON THE SERVICES OR THE WORKS (DSC‑1)**

**(Clause 2.5)**

In accordance with clause 2.5 of the Contract, the Consultant notifies the Contract Administrator that the following matter *[insert details of particular matter]*

*[Option 1]* is likely to change or has changed the scope, timing or cost of the Services or the Works;

*[OR]*

*[Option 2]* affects or may affect the Commonwealth’s Program or the Consultant’s then current program under clause 8.2 of the Contract;

*[OR]*

*[Option 3]* involves an error, omission or defect in a continuing or completed aspect of the Services;

*[OR]*

*[Option 4]* involves a Defect (or similar term used or defined in the Construction Contract) in any continuing or completed aspect of the Works;

as follows:

*[Consultant must provide particulars of the change, error, omission or defect and its likely effect].*

In order to minimise the effect of this matter upon the scope, timing and cost of the Services and the Works, the Consultant recommends the following:

*[Insert Consultant’s recommendation]*.

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

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

To: *[Insert name of Contract Administrator]*

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

**NOTICE OF CONFLICT OF INTEREST (DSC‑1)**

**Clause 2.8(c)(i)**

In accordance with clause 2.8(c)(i) of the Contract, the Consultant notifies the Contract Administrator that a *[conflict of interest/potential conflict of interest]* has arisen in respect of the following:

*[Insert details of particular matter and parties involved/potentially involved in the conflict]*.

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name of Contract Administrator]*

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

**REQUEST TO SUBCONTRACT (DSC-1)**

**Clause 2.9(a)**

In accordance with clause 2.9(a) of the Contract, the Consultant requests the Contract Administrator’s approval to subcontract the following parts of the Services to the following subconsultant(s) who *[is/are]* not specified in the Contract Particulars or an Agreed Subconsultant.

**Proposed subconsultant:**

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

**Services to be subcontracted:**

*[Insert details].*

The Consultant acknowledges that it will:

1. be fully responsible for the Services despite subcontracting the carrying out of these parts of the Services, as set out in clause 2.9(a)(ii);
2. be vicariously liable to the Commonwealth for all acts, omissions and defaults of its subconsultants (and those of the employees and agents of its subconsultants) relating to, or in any way connected with, the Services;
3. ensure that each subcontract contains provisions which bind the subconsultants to participate in any novation required by the Commonwealth under clause 12.5(a) and as otherwise required by the Contract; and
4. obtain and hold valid and satisfactory STRs (as defined) for any subconsultant referred to under clause 2.9(a)(i) of the Contract where the subcontract price is valued at (or estimated to be) over $4 million (GST inclusive).

*[Signature]*

Consultant

*[Insert date]*

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

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

**RESPONSE TO REQUEST TO SUBCONTRACT (DSC-1)**

**Clause 2.9(a)**

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

In accordance with clause 2.9(a) of the Contract, the Contract Administrator

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

*[OR]*

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

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

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

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

**REQUEST FOR SUBCONSULTANT DEED OF COVENANT (DSC-1)**

**Clause 2.9(a)(v)**

In accordance with clause 2.9(a)(v) of the Contract, the Contract Administrator requests the Consultant to execute, procure the relevant subconsultant to execute, and deliver to the Contract Administrator, a Subconsultant Deed of Covenant duly completed with all relevant particulars in respect of the following subconsultant/s:

*[Insert details of relevant subconsultant/s]*.

The Subconsultant 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 of the Services under clause 2.9(a) of the Contract.

*[OR]*

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

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

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

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

**NOTICE OF CHANGE IN STATUTORY REQUIREMENT (DSC-1)**

**Clause 2.11(a)**

In accordance with clause 2.11(a) of the Contract, the *[Consultant/Commonwealth]* notifies the Contract Administrator and the *[Consultant/Commonwealth]* 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]*

Consultant

*[OR]*

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

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

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

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

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

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

**Clause 2.11(b)**

The Contract Administrator refers to the *[Consultant’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 2.11(b) of the Contract, the Consultant is instructed to adopt the following course insofar as the Services are affected by the *[change/variance]*:

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

*[Signature]*

Contract Administrator

*[Insert date]*

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

***The Contract Administrator must provide this notice to the Consultant within 14 days of receiving a notice under clause 2.11(a).***

***Under clauses 2.11(c) and (d), the Contract Administrator is to determine the amount by which the Fee is to be increased or decreased in order to take into account the extra costs reasonably incurred by the Consultant, or savings made by the Consultant, in carrying out the Services, 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 and ABN of Consultant]*

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

**REQUEST FOR CONSULTANT DEED OF COVENANT (DSC-1)**

**Clause 2.12(b)**

In accordance with clause 2.12(b) of the Contract, the Contract Administrator requests the Consultant to execute and deliver to the Contract Administrator a Consultant Deed of Covenant duly completed with all relevant particulars.

The Consultant Deed of Covenant must be provided to the Contract Administrator within *[insert]* days from the date of this request.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

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

**NOTICE REGARDING THE ENVIRONMENT (DSC-1)**

**Clause 2.13(a)(i)D**

In accordance with clause 2.13(a)(i)D of the Contract, the Consultant notifies the Contract Administrator of

*[Option 1]* a non-compliance with the requirements of clause 2.13 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 Consultant 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]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

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

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

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

**NOTICE OF A PANDEMIC ADJUSTMENT EVENT (DSC-1)**

**Clause 2.14(a)**

In accordance with clause 2.14(a) of the Contract, the *[Consultant [OR] Commonwealth]* notifies the Contract Administrator and the *[Consultant [OR] Commonwealth]* that it considers that a Pandemic Adjustment Event has occurred. The *[Consultant [OR] Commonwealth]* provides the following details in respect of the Pandemic Adjustment Event:

*[Insert detailed particulars of the relevant event and such other information that Contract Administrator may require]*

*[Signature]*

Consultant

*[OR]*

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

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

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

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

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

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

**Clause 2.14(b) *[and (c)]***

The Contract Administrator refers to the *[Consultant's [OR] Commonwealth's]* notice under clause 2.14(a) dated *[insert date of notice]* in which it notified the Contract Administrator and the *[Consultant [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 2.14(c) of the Contract, the Consultant is instructed to adopt the following course insofar as the Services are affected by the Pandemic Adjustment Event.

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

The Consultant 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 Consultant under clause 2.14(a).***

***The Contract Administrator should note that it is under no obligation to instruct the Consultant as to the course it is to adopt under clause 2.14(c).***

***Any instruction from the Contract Administrator under clause 2.14(c) may include an instruction to prepare (and thereafter comply with) a plan satisfactory to the Contract Administrator specifying the steps that the Consultant will implement to avoid, mitigate, resolve and otherwise manage the effects of the Pandemic on the Services and the Works.***

***If the Contract Administrator determines that a Pandemic Adjustment Event has occurred, the Consultant will be entitled to:***

***(a) an extension of time to any relevant Date for Completion where it is otherwise so entitled under clause 8.8 of the Contract; and***

***(b) have the Fee increased by the extra costs reasonably incurred by the Consultant after the giving of the notice under clause 2.14(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 of Contract Administrator]*

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

**REQUEST FOR ADDITIONAL INFORMATION (DSC-1)**

**Clause 3.2(c)**

In accordance with clause 3.2(c) of the Contract, the Consultant notifies the Contract Administrator that the following additional *[information/documents/particulars]* are required by the Consultant for the following reasons:

*[Insert information/documents/particulars required and reasons why they are required]*.

*[Signature]*

Consultant

*[Insert date]*

***[Instruction to Contract Administrator:***

***If the Contract Administrator believes that the additional information, documents or particulars are needed by the Consultant, then the Commonwealth must use its best endeavours to arrange for the provision of the additional information, documents or particulars.]***

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

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

**REPLACEMENT OF CONTRACT ADMINISTRATOR (DSC-1)**

**Clause 4.2(a)**

In accordance with clause 4.2(a) of the Contract, the Commonwealth notifies the Consultant 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 Consultant]*

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

**APPOINTMENT OF CONTRACT ADMINISTRATOR’S REPRESENTATIVE**

**(DSC-1)**

**Clause 4.4(a)(i)**

In accordance with clause 4.4(a)(i) of the Contract, the Contract Administrator notifies the Consultant 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 Consultant]*

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

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

**Clause 4.4(a)(ii)**

In accordance with clause 4.4(a)(ii) of the Contract, the Contract Administrator notifies the Consultant that the following appointment of the Contract Administrator’s representative under clause 4.4(a)(i) of the Contract has been revoked:

*[Insert details including date of appointment under clause 4.4(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 4.4(a)(i) of the Contract.]***

To: *[Insert name of Contract Administrator]*

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

**REQUEST TO REPLACE KEY PERSON (DSC-1)**

**Clause 4.5(a)(ii)**

In accordance with clause 4.5(a)(ii) of the Contract, the Consultant 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]*

Consultant

*[Insert date]*

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

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

**RESPONSE TO REQUEST TO REPLACE KEY PERSON (DSC-1)**

**Clause 4.5(a)(ii)**

The Contract Administrator refers to the Consultant’s request under clause 4.5(a)(ii) 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 Consultant, under clause 4.5(c)(ii) 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 Consultant 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 Consultant]*

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

**REMOVAL OF PERSON (DSC-1)**

**Clause 4.6(a)**

In accordance with clause 4.6(a) of the Contract, the Contract Administrator instructs the Consultant to remove *[insert name of person]* from the Site *[AND/OR]* the Services.

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

*[Option 1]* guilty of misconduct.

*[AND/OR]*

*[Option 2]* incompetent.

*[AND/OR]*

*[Option 3]* negligent.

The Consultant must ensure that *[insert name of person]* is not again involved in the Services.

*[Signature]*

Contract Administrator

*[Insert date]*

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

***Delete the Options which are inapplicable. The Contract Administrator is not required to provide any further details.]***

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

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

**REQUEST TO PRODUCE EVIDENCE OF CURRENCY (DSC-1)**

**Clause 5.1(e)**

In accordance with clause 5.1(e) of the Contract, the Contract Administrator requests that the Consultant provide evidence satisfactory to the Contract Administrator that:

1. the Consultant has complied with clause 5.1 of the Contract; and
2. the Consultant’s *[insert coverage/type of insurance i.e. Public Liability Insurance/Workers’ Compensation Insurance/Errors and Omissions Insurance/Professional Indemnity Insurance/any other type of insurance]* insurance policy complies with clause 5.1 of the Contract and is current.

The Consultant 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 Consultant to provide evidence satisfactory to the Contract Administrator that an insurance policy required under clause 5.1 complies with clause 5.1 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 (DSC-1)**

**Clause 5.1(f)(i)**

In accordance with clause 5.1(f)(i) of the Contract, the Consultant 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 Consultant proposes to effect the following replacement insurance:

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

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

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

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

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

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

**Clause 5.1(f)(i)**

The Contract Administrator refers to the Consultant’s notice under clause 5.1(f)(i) of the Contract dated *[insert date of notice]*.

In accordance with clause 5.1(f)(i) of the Contract, the Contract Administrator requests that the Consultant provide evidence that the Consultant's replacement *[insert coverage/type of* *replacement insurance, i.e. Public Liability Insurance/Workers' Compensation Insurance/Employer's Liability Insurance/Professional Indemnity 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: the Commonwealth

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

**NOTICE OF REPLACEMENT INSURER (DSC-1)**

**Clause 5.1(f)(ii)**

In accordance with clause 5.1(f)(ii) of the Contract, the Consultant 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]*

Consultant

*[Insert date]*

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

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

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

**Clause 5.1(f)(ii)**

In accordance with clause 5.1(f)(ii) of the Contract, the Contract Administrator requests that the Consultant provide evidence that the Consultant’s *[insert coverage/type of insurance, i.e. Public Liability Insurance/Workers’ Compensation Insurance/Professional Indemnity 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 Consultant 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: *[Insert name and ABN of Consultant]*

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

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

**Clause 5.1(g)(iv)**

In accordance with clause 5.1(g)(iv) of the Contract, the Contract Administrator requests that the Consultant 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]* (DSC-1)**

**Clause 5.1(g)(vii)**

In accordance with clause 5.1(g)(vii) of the Contract, the Consultant 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]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

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

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

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

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

**Clause 5.1(g)(vii)**

The Contract Administrator refers to the Consultant’s request under clause 5.1(g)(vii) of the Contract dated *[insert date of request]*.

In accordance with clause 5.1(g)(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 (DSC-1)**

**Clause 5.1(g)(viii)**

In accordance with clause 5.1(g)(viii) of the Contract, the Consultant 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]*

Consultant

*[Insert date]*

To: the Commonwealth

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

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

**Clause 5.4(a)**

In accordance with clause 5.4(a) of the Contract, the Consultant 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 Consultant 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 Consultant or the Commonwealth which may be covered by the insurance policy]*.

*[Signature]*

Consultant

*[Insert date]*

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

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

***In accordance with clause 5.4(b) of the Contract, the Consultant is to keep the Commonwealth informed of all significant developments concerning the claim.***

***In accordance with clause 5.4(c) of the Contract, the Consultant is also to ensure that its subconsultants similarly inform the Commonwealth 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 Consultant, the subconsultant or the Commonwealth which may be covered by that insurance policy. In this event, the Consultant should advise the subconsultant to submit a notice similar to this and provide it to the Consultant and Commonwealth.]***

To: the Commonwealth

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

**NOTICE OF SIGNIFICANT DEVELOPMENTS CONCERNING CLAIM (DSC-1)**

**Clause 5.4(b)**

The Consultant 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 Consultant 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 Consultant or the Commonwealth which may be covered by the insurance policy]*.

In accordance with clause 5.4(b) of the Contract, the Consultant informs the Commonwealth that the following significant developments have occurred in relation to the claim:

*[Insert relevant developments concerning the claim]*.

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

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

To: the Commonwealth

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

**NOTICE OF REDUCTION OF PROFESSIONAL INDEMNITY INSURANCE INDEMNITY (DSC-1)**

**Clause 5.4(e)**

In accordance with clause 5.4(e) of the Contract, the Consultant notifies the Commonwealth that the estimated total combined value of claims made against the Consultant and claims which may arise from circumstances reported by the Consultant 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]*

Consultant

*[Insert date]*

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

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

**REJECTION OF DESIGN DOCUMENTATION (DSC-1)**

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

The Contract Administrator refers to the Design Documentation submitted or resubmitted by the Consultant 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 of Contract Administrator]* and *[Insert name and ABN of Consultant]* 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 (DSC-1)**

**Clause 6.10(d)(i)**

In accordance with clause 6.10(d)(i) of the Contract, the *[Consultant/Commonwealth]* notifies the Contract Administrator and the *[Consultant/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]*

Consultant

*[Insert date]*

***[Instructions to Consultant 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 Consultant]* 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 (DSC-1)**

**Clause 6.10(d)(ii)**

In accordance with clause 6.10(d)(ii) of the Contract, the Contract Administrator notifies the Consultant 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 6.10(d)(ii) of the Contract, the Consultant is instructed to adopt the following course:

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

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

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

***(a) the order of precedence under clause 6.10(a) of the Contract (i.e. as specified in the Contract Particulars);***

***(b) (if applicable), clause 6.10(b) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Brief and any other requirement of the Contract (including any other requirement of the Brief), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***

***(c) (if applicable), clause 6.10(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 of Contract Administrator]* and *[Insert name and ABN of Consultant]* OR *[the Commonwealth]*

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

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

**Clause 6.10(d)(i)**

In accordance with clause 6.10(d)(i) of the Contract, the *[Consultant/Commonwealth]* notifies the Contract Administrator and the *[Consultant/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]*

Consultant

*[Insert date]*

***[Instructions to Consultant 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 Consultant]* and the Commonwealth

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

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

**Clause 6.10(d)(ii)**

In accordance with clause 6.10(d)(ii) of the Contract, the Contract Administrator notifies the Consultant 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 6.10(d)(ii) of the Contract, the Consultant is instructed to adopt the following course:

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

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

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

***(a) the order of precedence under clause 6.10(a) of the Contract (i.e. as specified in the Contract Particulars);***

***(b) (if applicable), clause 6.10(b) of the Contract, which states that where the ambiguity, discrepancy or inconsistency is between the Brief and any other requirement of the Contract (including any other requirement of the Brief), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***

***(c) (if applicable), clause 6.10(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 Consultant]*

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

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

**Clause 6.10(d)(i)**

The Contract Administrator refers to the notice given by the *[Consultant/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 6.10(d)(i) of the Contract, the Consultant 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 Consultant within 14 days of receiving the notice notifying of the ambiguity, discrepancy or inconsistency.***

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

***(a) the order of precedence under clause 6.10(a) of the Contract (i.e. as specified in the Contract Particulars);***

***(b) if applicable, clause 6.10(b) of the Contract, which states that, where the ambiguity, discrepancy or inconsistency is between the Brief and any other requirement of the Contract (including any other requirement of the Brief), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***

 ***(c) if applicable, clause 6.10(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 Consultant]*

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

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

**Clause 6.11(a)**

In accordance with clause 6.11(a) of the Contract, the Commonwealth requests that the Consultant provide and make available

*[Option 1]* access to its premises at *[insert location of Consultant’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 6.11(a)(vi) of the Contract:

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

 Further, in accordance with clause 6.11(a)(vi), the Consultant 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 subconsultants 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 performance of the Services and for a period of 10 years following the latest of the end of the last Defects Liability Period (as defined in the Construction Contract) and the completion of the Services.]***

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

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

**REJECTION OF SAMPLES (DSC-1)**

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

The Contract Administrator refers to the *[sample/range of samples]* submitted by the Consultant 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 samples (or range of samples) does not comply with the requirements of the Contract.]***

To: *[Insert name of Contract Administrator]*

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

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

**Clause 6.15(c)**

In accordance with clause 6.15(c) of the Contract, the Consultant notifies the Contract Administrator of the following work health and safety matter(s) arising out of or in connection with the Services:

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

*[Signature]*

Consultant

*[Insert date]*

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

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

***(a) of notifiable incidents (within the meaning of the WHS Legislation) immediately, in accordance with clause 6.15(c)(i);***

***(b) 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 6.15(c)(ii); and***

***(c) for any other work health and safety matter that is not required to be reported under clause 6.15(c)(i) or (ii), in the reports under clause 4.8, in accordance with 6.15(c)(iii).]***

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

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

**NON-COMPLYING SERVICES (DSC-1)**

**Clause 7.2**

The Contract Administrator *[has discovered/believes]* that the following Services have not been performed in accordance with the Contract:

*[Insert description of the non-complying Services]*.

In accordance with clause 7.2 of the Contract, the Contract Administrator directs the Consultant that

*[Option 1]* it must reperform the non-complying Services within the following time period *[insert time for reperformance]* and must take such steps as are reasonably necessary to:

(a) mitigate the effect on the Commonwealth of the failure to carry out the Services in accordance with the Contract; and

(b) put the Commonwealth (as closely as possible) in the position in which it would have been if the Consultant had carried out the Services in accordance with the Contract.

*[OR]*

*[Option 2]* the Commonwealth will accept the non-complying Services.

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

To: *[Insert name of Contract Administrator]*

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

**PROJECT PLANS (DSC-1)**

**Clause 7.4(a)(ii)*[A/C]***

In accordance with clause 7.4(a)(ii)*[A/C]* of the Contract, the Consultant *[submits/resubmits]* the attached *[Project Plan(s)/amended Project Plan(s)]* for review by the Contract Administrator:

*[Insert details of attached Project Plans]*.

*[Signature]*

Consultant

*[Insert date]*

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

***The Consultant 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 Consultant]*

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

**REJECTION OF PROJECT PLANS (DSC-1)**

**Clause 7.4(a)(ii)**

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

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

In accordance with clause 7.4(a)(ii) 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 7.4(a)(ii)D of the Contract, the Consultant 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 Services.]***

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

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

**TIMEFRAME FOR SUBMITTING UPDATED PROGRAM** **PRIOR TO THE DATE FOR DELIVERY PHASE AGREEMENT (DSC-1)**

**Clause 8.2(b)(ii)**

The Contract Administrator notifies the Consultant that the Consultant must, in accordance with clause 8.2(b)(ii) of the Contract, submit its updated program no later than *[insert date]*.

*[Signature]*

Contract Administrator

*[Insert date]*

To: *[Insert name of Contract Administrator]*

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

**SUBMISSION OF UPDATED PROGRAM PRIOR TO THE DATE FOR DELIVERY PHASE AGREEMENT (DSC-1)**

**Clause 8.2(b)(ii)**

The Consultant refers to the Contract Administrator's notice dated *[insert date of notice regarding timeframe for submission of updated program]* and submits its updated program for review.

*[Signature]*

Consultant

*[Insert date]*

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

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

**INSTRUCTION TO SUSPEND (DSC-1)**

**Clause 8.4(a)(i)**

In accordance with clause 8.4 of the Contract, the Contract Administrator instructs the Consultant to suspend as of *[insert date and time or state "as of immediate effect"]* the performance of

*[Option 1]* all of the Services.

*[OR]*

*[Option 2]* the following part(s) of the Services:

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

The Consultant will be notified in accordance with clause 8.4(a)(i) of the Contract if it is to re-commence the Services described above.

*[Signature]*

Contract Administrator

*[Insert date]*

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

***Delete the Option which is inapplicable. See remainder of clause 8.4 of the Contract for implications as to costs.]***

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

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

**INSTRUCTION TO RECOMMENCE (DSC-1)**

**Clause 8.4(a)(i)**

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

In accordance with clause 8.4(a)(i) of the Contract, the Consultant is instructed to recommence performance of

*[Option 1]* all of the Services,

*[OR]*

*[Option 2]* the following part(s) of the Services:

*[Insert description of which part(s) of the Services 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 8.4 of the Contract for implications as to costs.]***

To: *[Insert name of Contract Administrator]*

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

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

**Clause 8.6(a)**

In accordance with clause 8.6(a) of the Contract, the Consultant claims an extension to the Date for Completion of the following Milestone:

*[Insert Milestone]*.

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 Consultant is or is likely to be delayed in achieving Completion of the Milestone as follows:

*[Insert details]*.

*[Signature]*

Consultant

*[Insert date]*

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

***The Consultant must give this notice not later than 28 days after becoming aware of any occurrence that is likely to delay it in achieving Completion of a Milestone.]***

To: *[Insert name of Contract Administrator]*

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

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

**Clause 8.6(b)**

The Consultant refers to its claim dated *[insert date]* for an extension of time to the Date for Completion of the following Milestone:

*[Insert Milestone]*.

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

In accordance with clause 8.6(b) of the Contract, the Consultant claims a further extension of time in respect of the following further 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 Consultant is or is likely to be delayed in achieving Completion of the Milestoneas follows:

*[Insert details and evidence]*.

*[Signature]*

*[Insert date]*

Consultant

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

***Claims for further extensions of time must be given every 28 days after the last date for submitting the first written claim for extension of time, provided however that the final written claim must be submitted not later than 7 days after the end of the delay.]***

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

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

**DETERMINATION OF EXTENSION OF TIME CLAIM (DSC-1)**

**Clause 8.8(a)**

The Contract Administrator refers to the Consultant’s claim dated *[insert date of claim]* for an extension of time to the Date for Completion of the following Milestone:

*[Insert Milestone]*.

*[Option 1]* In accordance with clause 8.8(a) of the Contract, the Date for Completion of the Milestone is extended as follows:

 *[Insert period of time for extension]*.

*[OR]*

*[Option 2]* The Consultant is not entitled to an extension of time, for the following reasons:

 *[Insert reasons by reference to the requirements of clause 8 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 is to be extended, the Contract Administrator must not include any period of delay in respect of which the Consultant (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 Consultant’s written claim under clause 8.6(a) or (b) of the Contract (as applicable).]***

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

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

**UNILATERAL EXTENSION OF TIME (DSC-1)**

**Clause 8.9**

In accordance with clause 8.9 of the Contract, the Commonwealth notifies the Consultant that the Date for Completion of the following Milestone is extended as follows:

*[Insert Milestone 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 Consultant]*

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

**INSTRUCTION TO ACCELERATE (DSC-1)**

**Clause 8.10**

The Contract Administrator refers to the Consultant’s written claim for an extension of time under clause 8.6 of the Contract dated *[insert date of claim for extension of time]* to the Date for Completion of the *[following Milestone(s)]*.

In accordance with clause 8.10 of the Contract, the Consultant is instructed to accelerate the Services to achieve the following Milestone by the Accelerated Date for Completion:

*[Insert details of Milestone.]*

The Accelerated Date for Completion is:

*[Insert Accelerated Date for Completion.]*

*[Signature]*

Contract Administrator

*[Insert date]*

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

***The Contract Administrator should consider the potential cost implications of issuing a notice under this clause.]***

To: *[Insert name of Contract Administrator]*

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

**NOTIFICATION OF PROLONGATION EVENT (DSC-1)**

**Clause 8.11(a)**

In accordance with clause 8.11(a) of the Contract, the Consultant notifies the Contract Administrator that the Consultant considers that a Prolongation Event has occurred.

The details of the Prolongation Event are as follows:

*[Insert full details of the Prolongation Event, including:*

* *whether it relates to a suspension, Variation or Act of Prevention under a Construction Contract (and the date of the relevant event - which must be after the date on which a notice is issued under clause 9.4(a))]; and*
* *how the relevant event has the effect of extending the* *duration of the performance of the Services beyond the Services End Date (being the date which is 12 months after the last Date for Completion under the Construction Contract (as at the Award Date under the Construction Contract))].*

The details of the Material Adverse Effect directly caused by the Prolongation Event are as follows:

*[Insert full details of the Material Adverse Effect, including details of the claimed increase in the resources required for, and the costs of, performing the Services, arising directly from the Prolongation Event, which a prudent, competent and experienced consultant would not have anticipated as at the date on which a notice is issued under clause 9.4(a). The Consultant should provide a detailed, open book breakdown as to resources and cost].*

The Consultant's Prolongation Proposal to address the Prolongation Event is:

*[Insert details of the Consultant's Prolongation Proposal to address the Prolongation Event, including all possible steps the Consultant has taken or proposes to take, to mitigate the cost and other effects of the Prolongation Event and provide the Commonwealth with value for money.]*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***Notwithstanding the existence of a Prolongation Event, the Consultant must continue to carry out the Services and otherwise comply with its obligations under the Contract.]***

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

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

**RESPONSE TO PROLONGATION PROPOSAL (DSC-1)**

**Clause 8.11(b)**

The Contract Administrator refers to the Prolongation Proposal submitted by the Consultant on *[insert date]*.

In accordance with clause 8.11(b) of the Contract, the Contract Administrator notifies the Consultant that the Commonwealth

*[Option 1]* accepts the Consultant's Prolongation Proposal.

*[OR]*

*[Option 2]* requires the Consultant to submit an amended Prolongation Proposal having regard to [*insert relevant matters*].

*[OR]*

*[Option 3]* requires a meeting with the Consultant to negotiate the Prolongation Proposal having regard to [*insert relevant matters*].

*[OR]*

*[Option 4]* rejects the Consultant's Prolongation Proposal for the following reasons:

*[Insert reason/reasons why Prolongation Proposal is rejected]*.

The Consultant will not be entitled to bring any Claim against the Commonwealth arising out of or in connection with the Prolongation Proposal.

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

***In considering its response to the Prolongation Proposal submitted by the Consultant, the Contract Administrator should note that the Prolongation Proposal should:***

***(i) demonstrate that a Prolongation Event has occurred which has caused a Material Adverse Effect;***

 ***(ii) demonstrate that the Prolongation Event was not caused or contributed to by an act or omission of the Consultant (including any failure by the Consultant to perform the Services in accordance with the Contract);***

***(iii) demonstrate the Consultant has done everything it is required to do under the Contract to prevent or mitigate the effect of the Prolongation Event; and***

***(iv) otherwise comply with the requirements of clause 8.11(a) (including as to timing);***

***The Contract Administrator must give this notice within 20 days of the Prolongation Proposal being received by the Contract Administrator.]***

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

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

**REJECTION OF UPDATED DELIVERY PHASE FEE PROPOSAL (DSC-1)**

**Clause 9.2(c)(i)**

The Contract Administrator refers to the *[Updated Delivery Phase Fee Proposal /revised Updated Delivery Phase Fee Proposal]* submitted by the Consultant on *[insert date]*.

In accordance with clause 9.2(c)(i) of the Contract, the *[Updated Delivery Phase Fee Proposal / revised Updated Delivery Phase Fee Proposal]* is rejected as to the following aspects:

*[Insert description of which aspects of the [Updated Delivery Phase Fee Proposal /revised Updated Delivery Phase Fee Proposal] are rejected].*

The Consultant is requested to promptly submit a *[revised Updated Delivery Phase Fee Proposal / further revised Updated Delivery Phase Fee Proposal]*, which addresses the matters described in this notice.

*[Signature]*

Contract Administrator

*[Insert date]*

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

***Under clause 9.3(b)(i) the Contract Administrator may engage a third party to perform an external audit of a proposed [Updated Delivery Phase Fee Proposal /revised Updated Delivery Phase Fee Proposal] to assist in determining whether to approve the [Updated Delivery Phase Fee Proposal /revised Updated Delivery Phase Fee Proposal]]***

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

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

**NOTICE OF OTHER RELEVANT CONSIDERATIONS (DSC-1)**

**Clause 9.2(a)(iii)D.**

In accordance with clause 9.2(a)(iii)D. of the Contract, the Contract Administrator notifies the Consultant that its Updated Delivery Phase Fee Proposal should have regard to the following relevant considerations:

[*Insert all relevant considerations*].

*[Signature]*

Contract Administrator

*[Insert date]*

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

***This notice should be used where the Contract Administrator wishes to advise the Consultant of additional matters for consideration in its Updated Delivery Phase Fee Proposal which arise out of or in connection with or are reasonably incidental to or to be inferred from the considerations in clause 9.2(a)(iii)A.-C., being:***

***A. the Delivery Phase Fee Proposal (including the minimum resource schedule);***

***B. the paramount importance to the Commonwealth of balancing between minimising the cost of the Services and achieving Completion (on the one hand) and optimising the level of resources provided by the Consultant for the performance of the Delivery Phase Services (on the other hand); and***

***C. demonstrably maximising value for money for the Commonwealth and complying with the Commonwealth Procurement Rules.]***

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

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

**NOTICE OF OTHER MATTERS TO BE INCLUDED IN UPDATED DELIVERY PHASE FEE PROPOSAL (DSC-1)**

**Clause 9.2(a)(iv)**

In accordance with clause 9.2(a)(iv) of the Contract, the Contract Administrator notifies the Consultant that its Updated Delivery Phase Fee Proposal it is required to include the following additional matters:

*[Insert additional relevant matters]*.

 *[Signature]*

Contract Administrator

*[Insert date]*

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

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

***[DOCUMENTS/INFORMATION]* REQUIRED FOR *[EXTERNAL AUDIT/UPDATED DELIVERY PHASE FEE PROPOSAL]* (DSC-1)**

**Clause *[9.3(b)(ii)B./9.3(b)(ii)C.]***

In accordance with clause *[9.3(b)(ii)B./9.3(b)(ii)C.]* of the Contract, the Contract Administrator notifies the Consultant that it must provide the following *[documents/information]*

*[Option 1]* for the purposes of an external audit under clause 9.3(b)(i):

*[Insert description of documents/information]*.

*[OR]*

*[Option 2]* in relation to its *[Updated Delivery Phase Fee Proposal / revised Updated Delivery Phase Fee Proposal]*:

*[Insert description of documents/information]*.

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

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

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

**NOTICE TO PROCEED WITH DELIVERY PHASE SERVICES (DSC-1)**

**Clause 9.4(a)**

The Contract Administrator refers to the Delivery Phase Agreement Minutes signed by the Consultant and received by the Contract Administrator on *[insert date]*.

In accordance with clause 9.4(a) of the Contract, the Contract Administrator instructs the Consultant to proceed with the Delivery Phase Services. The Consultant must immediately commence to perform the Delivery Phase Services under clause 9.4(a).

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

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

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

**NOTICE TO NOT PROCEED WITH DELIVERY PHASE SERVICES (DSC-1)**

**Clause 9.4(b)**

In accordance with clause 9.4(b) of the Contract, the Commonwealth notifies the Consultant that it has decided not to proceed with the Consultant to the Delivery Phase *[for the following reasons]*:

*[Insert reasons why the Commonwealth has decided not to proceed with the Consultant to the Delivery Phase by reference to clause 9.4(b)].*

The Consultant is therefore directed not to proceed with the Delivery Phase Services.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

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

***The Commonwealth may elect to issue this notice directing the Consultant not to proceed with the Delivery Phase Services, if:***

***(i) the Contract Administrator does not approve any Updated Delivery Phase Fee Proposal (or revised Updated Delivery Phase Fee Proposal);***

***(ii) various departmental, government, parliamentary and other approvals required for the Works are not achieved;***

***(iii) clause 9.3(c) applies;***

***(iv) the Commonwealth is not satisfied (in its absolute discretion) that it will maximise value for money for the Commonwealth to have the Consultant proceed with the Delivery Phase Services; or***

***(v) the Commonwealth has elected (in its absolute discretion) not to proceed with the Consultant to the Delivery Phase,***

***in which case, the Consultant will not be entitled to perform the Delivery Phase Services or payment of the Delivery Phase Fee (or any other portion of the Fee).]***

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

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

***[DOCUMENTS/INFORMATION]* REQUIRED FOLLOWING NOTICE NOT TO PROCEED WITH DELIVERY PHASE SERVICES(DSC-1)**

**Clause 9.4(c)(iv)D.**

The Contract Administrator refers to the Commonwealth's notice under clause 9.4(b) dated *[insert date]* directing the Consultant not to proceed with the Delivery Phase Services.

In accordance with clause 9.4(c)(iv)D. of the Contract, the Contract Administrator notifies the Consultant that it must provide the following *[documents/information]* by no later than *[insert date]*:

*[Insert description of documents/information]*.

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

**UNILATERAL EXTENSION OF DATE FOR DELIVERY PHASE AGREEMENT (DSC-1)**

**Clause 9.4(f)**

In accordance with clause 9.4(f) of the Contract, the Commonwealth notifies the Consultant that the Date for Delivery Phase Agreement 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 Consultant]*

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

**VARIATION PRICE REQUEST (DSC-1)**

**Clause 10.1**

In accordance with clause 10.1 of the Contract, the Contract Administrator notifies the Consultant that the Commonwealth is considering the following Variation:

*[Insert details of proposed Variation]*.

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

1. adjustment (if any) to the Fee to carry out the proposed Variation; and
2. effect (if any) the proposed Variation will have on the then current 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 (DSC-1)**

**Clause 10.1**

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

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

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

*[Signature]*

Consultant

*[Insert date]*

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

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

**VARIATION ORDER (DSC-1)**

**Clause 10.2**

In accordance with clause 10.2 of the Contract, the Consultant 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 Fee set out in the Consultant’s notice dated *[insert date of Consultant’s response to Variation Price Request]* is agreed and will be made.

*[OR]*

*[Option 3B]* Any adjustment to the Fee will be determined in accordance with clauses 10.3(b) and 10.3(c) of the Contract.

*[Signature]*

Contract Administrator

*[Insert date]*

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

***Delete the Option which is inapplicable and then delete the Option as to adjustments which is inapplicable.]***

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

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

**REQUEST FOR DOCUMENTATION OR INFORMATION (DSC-1)**

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

In accordance with clause 11.2(f)(ii) of the Contract, the Contract Administrator notifies the Consultant 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: *[Insert name and ABN of Consultant]*

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

**REVOCATION OF APPOINTMENT OF CONTRACT ADMINISTRATOR AS THE COMMONWEALTH’S AGENT UNDER SECURITY OF PAYMENT LEGISLATION (DSC-1)**

**Clause 11.14(a)(ii)**

In accordance with clause 11.14(a)(ii) of the Contract, the Commonwealth notifies the Consultant that the Contract Administrator’s authority to act as the Commonwealth’s agent under *[insert name of relevant Security of Payment Legislation]* has been revoked.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to Commonwealth:***

***Unless otherwise notified by the Commonwealth to the Consultant in writing, the Contract Administrator will give payment statements and carry out all other functions of the Commonwealth under the relevant Security of Payment Legislation as the agent of the Commonwealth under clause 11.14(a)(ii) of the Contract.]***

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**

**(DSC-1)**

**Clause 11.14(e)**

In accordance with clause 11.14(e) of the Contract, the Consultant requests the Commonwealth’s consent to

*[Option 1]* divulge

*[OR]*

*[Option 2]* permit its *[servants/subconsultants/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]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***Delete the Option which is inapplicable. Refer to clause 11.14(e)(i) to 11.14(e)(iv) of the Contract for further detail as to the Consultant’s obligations and the Commonwealth’s rights in relation to such information.]***

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

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

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

**Clause 11.14(e)**

The Commonwealth refers to the Consultant’s request dated *[insert date]* 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 VARIATION (DSC-1)**

**Clause 14.1(a)**

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

In accordance with clause 14.1(a) of the Contract, the Consultant notifies the Contract Administrator that it considers the direction constitutes or involves a Variation.

*[Signature]*

Consultant

*[Insert date]*

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

***This notice must be issued within 7 days of the Consultant receiving the direction and before the Consultant commences performing the services the subject matter of the direction. The Consultant must continue to carry out the Services 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 14.1 of the Contract, as required by clause 14.1(c) of the Contract.]***

To: *[Insert name of Contract Administrator]*

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

**CLAIM FOR VARIATION (DSC-1)**

**Clause 14.1(b)**

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

In accordance with clause 14.1(b) of the Contract, the Consultant makes the following Claim:

*[The Claim must include the following:*

*(a) detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*

*(b) 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;*

*(c) the facts relied upon in support of the Claim in sufficient detail to permit verification; and*

*(d) details of the amount claimed and how it has been calculated in sufficient detail to permit verification].*

*[Signature]*

Consultant

*[Insert date]*

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

***This notice must be served within 21 days after giving the earlier notice under clause 14.1(a) of the Contract that the Consultant considers a direction constitutes or involves a Variation. The Consultant must continue to carry out the Services in accordance with the Contract and any direction in respect of which a notice has been given under clause 14.1 of the Contract, as required by clause 14.1(c) of the Contract.]***

To: *[Insert name of Contract Administrator]*

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

**INITIAL NOTICE OF CLAIM (DSC-1)**

**Clauses 14.2 and 14.3(a)**

In accordance with clauses 14.2 and 14.3(a) of the Contract, the Consultant 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]*

Consultant

*[Insert date]*

***[Instructions to Consultant 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 8.6;***
2. ***payment under clause 11 of the Contract of any component of the Fee; or***
3. ***a Variation instructed in accordance with clause 10.2 of the Contract or to which clause 14.1 of the Contract applies.]***

To: *[Insert name of Contract Administrator]*

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

**NOTICE OF CLAIM (DSC-1)**

**Clauses 14.2 and 14.3(b)**

The Consultant refers to its initial notice dated *[insert date]* giving notice to the Contract Administrator that the Consultant 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 14.2 and 14.3(b) of the Contract, the Consultant 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]*

Consultant

*[Insert date]*

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

***This notice must be served within 21 days of giving the initial written notice under clause 14.3(a) of the Contract.]***

To: *[Insert name of Contract Administrator]*

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

**NOTICE OF CONTINUING EVENTS (DSC-1)**

**Clause 14.4**

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

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

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

In accordance with clause 14.4 of the Contract, the Consultant 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]*

Consultant

*[Insert date]*

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

***The Consultant must issue this notice every 28 days after a written Claim under clause 14.1(b) or 14.3(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 (DSC-1)**

**Clause 16.6(c)**

Pursuant to clause 16.6(c) of the Contract, the Consultant notifies the Commonwealth that it has

*[Option 1]* become aware that a breach of the obligations set out in clause 16.6(a) of the Contract has been committed by the *[Consultant/a subconsultant (insert details of the subconsultant, if applicable)]*.

*[OR]*

*[Option 2]* become aware that a subconsultant has breached its obligations under a subcontract, as contemplated by clause 16.6(a)(xi) of the Contract. The relevant subconsultant is *[insert details of subconsultant]*.

*[OR]*

*[Option 3]* become aware that a disclosure of Personal Information (as defined) 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 subconsultant 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]*

Consultant

*[insert date]*

***[Instructions to Consultant:***

***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]* (DSC-1)**

**Clause 16.11(a)**

Pursuant to clause 16.11 of the Contract, the Consultant 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]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***Clause 16.11(a) does not limit clause 18 (Information Security).]***

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

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

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

**Clause 16.11(a)**

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

In accordance with clause 16.11(a) of the Contract, the Contract Administrator

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

*[OR]*

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

*[Signature]*

Contract Administrator

*[Insert date]*

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

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

***Clause 16.11(a) does not limit clause 18 (Information Security).]***