To: *[Insert name of Contractor’s Representative]*

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

# REQUEST TO REPLACE KEY PERSON

**Clause 3.6(b) of the Conditions of Subcontract**

In accordance with clause 3.6(b) of the Conditions of Subcontract, the Subcontractor requests the Contractor’s Representative’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]*

Subcontractor

*[Insert date]*

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

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

**RESPONSE TO REQUEST TO REPLACE KEY PERSON**

**Clause 3.6(b) of the Conditions of Subcontract**

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

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

*[Option 1]* The Contractor’s Representative approves the replacement and instructs the Subcontractor, under clause 3.6(b) of the Conditions of Subcontract, to replace the relevant key person in accordance with its request.

*[OR]*

*[Option 2]* The Contractor’s Representative does not approve the replacement. If the Subcontractor 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 Contractor’s Representative.

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative: Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Contractor’s Representative]*

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

**NOTICE OF ANY FACT, MATTER OR OCCURRENCE THAT MAY GIVE RISE TO A CLAIM UNDER AN INSURANCE POLICY**

**Clause 5.8(a) of the Conditions of Subcontract**

In accordance with clause 5.8(a) of the Conditions of Subcontract, the Subcontractor notifies the Contractor of the following *[fact/matter/occurrence that may give rise to a claim under an insurance policy required under clause 5.5]* or *[claim made against the Subcontractor or the Contractor which may be covered by an insurance policy required under clause 5.5]*.

*[insert details of the fact/matter/occurrence or the actual claim].*

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor:***

***If the fact/matter/occurrence is in respect of Professional Indemnity Insurance, the Subcontractor is not required to provide details of individual claims and must notify the Contractor if the estimated total combined value of claims made against the Subcontractor and claims which may arise from circumstances reported by the Subcontractor to its insurer in a policy year would potentially reduce the available limit of policy indemnity for that year below the amount required by the Subcontract. The Subcontractor should also consider their obligations under clause 5.8(b) and (c).]***

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

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

# REJECTION OF DESIGN DOCUMENTATION

**Clause 6.3(a)(ii) of the Conditions of Subcontract**

The Contractor’s Representative refers to the Design Documentation submitted or resubmitted by the Subcontractor on *[insert date]* as follows:

*[Insert description of Design Documentation]*.

In accordance with clause 6.3(a)(ii) of the Conditions of Subcontract, 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]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative: Delete the Option which is inapplicable.]***

To: *[Contractor’s Representative]*

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

# NOTICE OF *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* BETWEEN THE SUBCONTRACT AND THE DESIGN DOCUMENTATION OR ANY OTHER PROJECT DOCUMENTS

**Clause 6.11 (d)(i) of the Conditions of Subcontract**

In accordance with clause 6.11(d)(i) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that the following *[ambiguity/discrepancy/inconsistency]*

has been discovered between the Subcontract and any part of the Design Documentation or any other Project Documents: *[Insert details of the ambiguity/discrepancy/inconsistency and describe the relevant designs or documents, attaching any documents where this would assist in describing the issue]*.

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor: Delete the Options which are inapplicable.]***

To: *[Contractor’s Representative]*

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

# NOTICE OF *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* IN DOCUMENTS WHICH MAKE UP THE SUBCONTRACT

**Clause 6.11(d)(i) of the Conditions of Subcontract**

In accordance with clause 6.11(d)(i) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that the following

*[ambiguit*y*/discrepancy/inconsistency]*

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

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

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor: Delete the Options which are inapplicable.]***

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

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

# RESPONSE TO NOTICE REGARDING *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]*

**Clause 6.11(d)(ii) of the Conditions of Subcontract**

The Contractor’s Representative refers to the notice given by the Subcontractor dated *[insert date of notice]* concerning the following *[ambiguity/discrepancy/inconsistency]*:

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

In accordance with clause 6.11(d)(ii) of the Conditions of Subcontract, the Subcontractor is instructed to adopt the following course:

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

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

***In deciding the course to be adopted by the Subcontractor, the Contractor’s Representative must have regard to the order of precedence under:***

* ***clause 6.11(a) of the Conditions of Subcontract (i.e. as specified in the Subcontract Particulars);***
* ***clause 6.11(b) of the Conditions of Subcontract, which states that where the ambiguity, discrepancy or inconsistency is between the Subcontract Works Description and any other requirement of the Subcontract (including any other requirement of the Subcontract Works Description), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***
* ***clause 6.11(c) of the Conditions of Subcontract, which states that where the ambiguity, discrepancy or inconsistency is between the Subcontract 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 Subcontract will prevail.]***

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

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

# NOTICE AND INSTRUCTION IN RESPONSE TO *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* BETWEEN THE *[SUBCONTRACT AND THE DESIGN DOCUMENTATION OR ANY OTHER PROJECT DOCUMENTS/DOCUMENTS THAT MAKE UP THE SUBCONTRACT]*

**Clause 6.11(d)(ii) of the Conditions of Subcontract**

In accordance with clause 6.11(d)(ii) of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor that the following *[ambiguity/discrepancy/inconsistency]* has been discovered between the:

*[Option 1] [Design Documentation/Project Documents]* and the Subcontract:

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

*[Option 2]* Subcontract Works Description and a requirement of the Subcontract:

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

*[Option 3]* following documents which make up the Subcontract:

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

In accordance with clause 6.11(d)(ii) of the Conditions of Subcontract, the Subcontractor is instructed to adopt the following course:

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative: Delete the Option which is inapplicable.]***

***This notice must be served upon the Subcontractor promptly upon discovery of the ambiguity, discrepancy or inconsistency by the Contractor.***

***In deciding the course to be adopted by the Subcontractor, the Contractor’s Representative must have regard to the order of precedence under:***

* ***clause 6.11(a) of the Conditions of Subcontract (i.e. as specified in the Subcontract Particulars);***
* ***clause 6.11(b) of the Conditions of Subcontract, which states that where the ambiguity, discrepancy or inconsistency is between the Subcontract Works Description and any other requirement of the Subcontract (including any other requirement of the Subcontract Works Description), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***
* ***clause 6.11(c) of the Conditions of Subcontract, which states that where the ambiguity, discrepancy or inconsistency is between the Subcontract 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 Subcontract will prevail.]***

To: *[Insert name of Contractor’s Representative]*

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

# NOTICE OF LATENT CONDITION

**Clause 7.3(a) of the Conditions of Subcontract**

In accordance with clause 7.3(a) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that it considers that a Latent Condition has been encountered or found, as follows:

*[Insert details of Latent Condition, including location]*.

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to Contractor’s Representative:***

***The Subcontractor must give notice to the Contractor’s Representative that it has encountered or found a Latent Condition immediately. The Contractor’s Representative may need to seek further details from the Subcontractor.]***

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

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

# RESPONSE TO NOTICE REGARDING LATENT CONDITION

**Clause 7.3(b) of the Conditions of Subcontract**

The Contractor’s Representative refers to the Subcontractor’s notice under clause 7.3(a) of the Conditions of Subcontract dated *[insert date of notice]*.

In accordance with clause 7.3(b) of the Conditions of Subcontract, the Contractor’s Representative 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, including location]*.

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

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

***Delete the Option which is inapplicable. This notice must be served on the Subcontractor within 14 days of receiving the Subcontractor’s notice under clause 7.3(a) of the Conditions of Subcontract. See clause 7.4 of the Conditions of Subcontract - the Subcontractor is entitled to an extension of time to any relevant Date for Completion and to be paid any extra costs reasonably incurred by the Subcontractor after the date of the Subcontractor’s notice that it considers it has found or encountered a Latent Condition - such reasonable costs are added to the Subcontract Price.]***

To: *[Insert name of Contractor’s Representative]*

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

# NOTICE OF CHANGE IN STATUTORY REQUIREMENT

**Clause 8.4(a)(iii) of the Conditions of Subcontract**

In accordance with clause 8.4(a)(iii) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative of the following

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

*[OR]*

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

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

*[Signature]*

Subcontractor

*[Insert date]*

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

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

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

# INSTRUCTION IN RESPONSE TO CHANGE IN STATUTORY REQUIREMENT

**Clause 8.4(a)(iii) of the Conditions of Subcontract**

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

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

In accordance with clause 8.4(a)(iii) of the Conditions of Subcontract, the Subcontractor is instructed to adopt the following course insofar as the Subcontractor’s Activities are affected by the *[change/variance]*:

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

***Under clauses 8.4(b)(ii) and (c) of the Conditions of Subcontract, the Contractor’s Representative is to determine the amount by which the Subcontract Price is to be increased or decreased in order to take into account the extra costs reasonably incurred by the Subcontractor or savings made by the Subcontractor in carrying out the Contractor’s Representative which arise directly from the change or variance, or from carrying out the Contractor’s Representative’s instructions. Accordingly, the Contractor’s Representative should take into account the cost implications of any instructions given. Further, the Subcontractor may also be entitled to an extension of time and accordingly, the Contractor’s Representative should take into account the time implication of any instructions given.]***

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

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

# NOTICE AND INSTRUCTION IN RESPONSE TO CHANGE IN STATUTORY REQUIREMENT

**Clause 8.4(a)(iv) of the Conditions of Subcontract**

In accordance with clause 8.4(a)(iv) of the Conditions of Subcontract, the Contractor and the Contractor’s Representative notifies the Subcontractor of the following:

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

*[OR]*

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

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

In accordance with clause 8.4(a)(iv) of the Conditions of Subcontract, the Subcontractor is instructed to adopt the following course insofar as the Subcontractor’s Activities are affected by the *[change/variance]*:

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:   
  
Delete the Option which is inapplicable. Under clauses 8.4(b)(ii) and (c) of the Conditions of Subcontract, the Contractor’s Representative is to determine the amount by which the Subcontract Price is to be increased or decreased in order to take into account the extra costs reasonably incurred by the Subcontractor or savings made by the Subcontractor in carrying out the Contractor’s Representative which arise directly from the change or variance, or from carrying out the Contractor’s Representative’s instructions. Accordingly, the Contractor’s Representative should take into account the cost implications of any instructions given. Further, the Subcontractor may also be entitled to an extension of time and accordingly, the Contractor’s Representative should take into account the time implication of any instructions given.]***

To: *[Insert name of Contractor’s Representative]*

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

# REQUEST TO SUBCONTRACT

**Clause 8.5(a) of the Conditions of Subcontract**

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

**Proposed subsubcontractor:**

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

**Work to be subcontracted:**

*[Insert details].*

The Subcontractor acknowledges that it will:

1. be fully responsible for the Subcontractor’s Activities despite subsubcontracting the carrying out of these parts of the Subcontractor’s Activities, as set out in clause 8.5(b);
2. be vicariously liable to the Contractor for all acts, omissions and defaults of its subsubcontractors (and those of the employees and agents of its subsubcontractors) relating to, or in any way connected with, the Subcontractor’s Activities; and
3. ensure that each subsubcontract contains provisions which bind the subsubcontractor to participate in any novation required by the Contractor under clause 14.5(a)(ii) and as otherwise required by the Subcontract.

*[Signature]*

Subcontractor

*[Insert date]*

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

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

# RESPONSE TO NOTICE REGARDING REQUEST TO SUBCONTRACT

**Clause 8.5(a) of the Conditions of Subcontract**

The Contractor’s Representative refers to the Subcontractor’s notice of request to subcontract dated *[insert date]*.

In accordance with clause 8.5(a) of the Conditions of Subcontract, the Contractor’s Representative

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

*[OR]*

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative: Delete the Option which is inapplicable.]***

To: *[Insert name of Contractor’s Representative]* and *[Insert name of MCC Contract Administrator]*

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

# NOTICE OF WORK HEALTH AND SAFETY MATTERS

**Clause 8.16(b) of the Conditions of Subcontract**

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

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

*[Signature]*

Subcontractor

*[Insert date]*

To: *[Insert name of Contractor’s Representative]*

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

# NOTICE REGARDING THE ENVIRONMENT

**Clause 8.19(a)(iv) of the Conditions of Subcontract**

In accordance with clause 8.19(a)(iv) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative of

*[Option 1]* a non-compliance with the requirements of clause 8.19 of the Conditions of Subcontract, 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 Subcontractor 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]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor: Delete the Options which are inapplicable.]***

To: *[Insert name of Contractor’s Representative]*

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

# NOTICE OF VALUABLE, ARCHAEOLOGICAL OR SPECIAL INTEREST ITEMS

**Clause 8.21(b) of the Conditions of Subcontract**

In accordance with clause 8.21(b) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative 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 Contractor’s Representative’s determination of what the appropriate course of action should be].*

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor and Contractor’s Representative:***

***The Subcontractor is required to immediately notify the Contractor’s Representative 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 the item(s) further until such time as the Contractor’s Representative issues instructions.]***

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

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

# INSTRUCTION AS TO VALUABLE, ARCHAEOLOGICAL OR SPECIAL INTEREST ITEMS

**Clause 8.21(c) of the Conditions of Subcontract**

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

In accordance with clause 8.21(c) of the Conditions of Subcontract, the Contractor’s Representative instructs the Subcontractor 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 Subcontractor’s Activities are affected by the finding of the item:

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

***The Contractor’s Representative must give this notice within 14 days of receiving a notice under clause 8.21(b)(i)*** ***of the Conditions of Subcontract from the Subcontractor.***

***When issuing instructions in relation to the item(s), Contractor’s Representative should bear in mind that the Subcontract Price will need to be increased by any extra costs reasonably incurred by the Subcontractor which arise directly from the finding of the item and in complying with the Contractor’s Representative’s instructions. Accordingly, the Contractor’s Representative should carefully consider the cost implications of this notice. Further, the Subcontractor may also be entitled to an extension of time and accordingly, the Contractor’s Representative should take into account the time implication of any instructions given.]***

To: *[Insert name of Contractor’s Representative]* *OR [Insert name and ABN of Subcontractor]*

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

# REQUEST TO CHANGE ACCESS HOURS

**Clause 8.23 of the Conditions of Subcontract**

The *[Subcontractor/Contractor’s Representative]* requests that for the period starting *[insert start date]* and ending *[insert end date]* the access hours applicable to the Subcontractor’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]*

*[Subcontractor/Contractor’s Representative]*

*[Insert date]*

To: *[Insert name of Contractor’s Representative] OR [Insert name and ABN of Subcontractor]*

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

**RESPONSE TO REQUEST TO CHANGE ACCESS HOURS**

**Clause 8.23 of the Conditions of Subcontract**

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

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

The *[Subcontractor/Contractor’s Representative] [agrees to/does not agree to]* this request.

*[Signature]*

*[Subcontractor/Contractor’s Representative]*

*[Insert date]*

To: *[Insert name of the Contractor’s Representative]*

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

# REQUEST FOR APPROVAL OF LOCATION, LAYOUT AND CONTENT OF PROJECT SIGNBOARDS

**Clause 8.26(c) of the Conditions of Subcontract**

In accordance with clause 8.26(c) of the Conditions of Subcontract, the Subcontractor requests the Contractor’s Representative to approve the location, layout and content for the project signboards as follows:

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

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to the Subcontractor:***

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

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

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

# RESPONSE TO REQUEST FOR APPROVAL OF LOCATION, LAYOUT AND CONTENT OF PROJECT SIGNBOARDS

**Clause 8.26(c) of the Conditions of Subcontract**

The Contractor’s Representative refers to the Subcontractor’s request dated *[insert date of request]* for approval of the location, layout and content of project signboards attached to that request.

The location, layout and content of project signboards is

*[Option 1]* approved.

*[OR]*

*[Option 2]* rejected.

*[OR]*

*[Option 3]* approved, provided that the following changes are made *[insert changes directed by the Contractor’s Representative to location, layout and content of project signboards]*.

*[Signature]*

Contractor’s Representative *[Insert date]*

***[Instructions to Contractor’s Representative: Delete the Options which are inapplicable.]***

To: *[Insert name of Contractor’s Representative]* OR *[Insert name and ABN of Subcontractor]*

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

# NOTICE OF PANDEMIC ADJUSTMENT EVENT

**Clause 8.29(a) of the Conditions of Subcontract**

In accordance with clause 8.29(a) of the Conditions of Subcontract, the *[Subcontractor/Contractor’s Representative]* notifies the *[Contractor’s Representative/Subcontractor]* that there has been a Pandemic Adjustment Event, as follows:

*[Insert detailed particulars of the Pandemic Adjustment Event].*

*[Signature]*

*[Subcontractor/Contractor’s Representative]*

*[Insert date]*

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

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

# RESPONSE TO NOTICE OF PANDEMIC ADJUSTMENT EVENT

**Clause 8.29(b) *[and (c)]* of the Conditions of Subcontract**

The Contractor’s Representative refers to the Subcontractor’s notice under clause 8.29(a) of the Conditions of Subcontract dated *[insert date of notice]*.

In accordance with clause 8.29(b) of the Conditions of Subcontract, the Contractor’s Representative has determined that

*[Option 1]* no Pandemic Adjustment Event has occurred.

*[OR]*

*[Option 2]* the following Pandemic Adjustment Event has occurred:

*[Insert description of Pandemic Adjustment Event]*.

In accordance with clause 8.29(c) of the Conditions of Subcontract, the Subcontractor is instructed to adopt the following course insofar as the Subcontractor’s Activities are affected by the Pandemic Adjustment Event:

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

***Delete the Option which is inapplicable. This notice must be served on the Subcontractor within 14 days of receiving the Subcontractor’s notice under clause 8.29(a) of the Conditions of Subcontract. See clause 8.29 of the Conditions of Subcontract - the Subcontractor is entitled to an extension of time to any relevant Date for Completion and to be paid any extra costs reasonably incurred by the Subcontractor after the date of the Subcontractor’s notice that it considers a Pandemic Adjustment Event has occurred - such reasonable costs are added to the Subcontract Price. Any instruction from the Contractor's Representative under clause 8.29(c) may include an instruction to prepare (and thereafter comply with) a plan satisfactory to the Contractor's Representative specifying the steps that the Subcontractor will implement to avoid, mitigate, resolve and otherwise manage the effects of the Pandemic on the Subcontractor's Activities and the Subcontract Works.]***

To: *[Insert name of Contractor’s Representative]*

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

# PROJECT PLANS

**Clause 9.2(a)(ii)*[A/C]* of the Conditions of Subcontract**

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

*[Insert details of attached Project Plans].*

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to Contractor’s Representative:***

***The Subcontractor must submit/resubmit Project Plans until such plans have been reviewed and not rejected by the Contractor’s Representative within the time specified in the Subcontract Particulars.]***

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

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

# REJECTION OF PROJECT PLANS

**Clause 9.2(a)(ii) of the Conditions of Subcontract**

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

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

In accordance with clause 9.2(a)(ii) of the Conditions of Subcontract, 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]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

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

To: *[Insert name of Contractor’s Representative]*

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

# NOTICE OF OCCURRENCE LIKELY TO CAUSE DELAY IN CARRYING OUT THE SUBCONTRACTOR’S ACTIVITIES

**Clause 10.5(a) of the Conditions of Subcontract**

In accordance with clause 10.5(a) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative of the following occurrence:

*[Insert details of the occurrence causing delay]*

which will cause likely delay in carrying out the Subcontractor’s Activities as follows:

*[Insert details of the likely delay].*

*[Signature]*

Subcontractor

*[Insert date]*

***[Instruction to Subcontractor:***

***The Subcontractor must notify the Contractor’s Representative as soon as practicable of the occurrence likely to cause delay, and in any event provide written notice within 14 days of becoming aware of the occurrence.]***

To: *[Insert name of Contractor’s Representative]*

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

# INITIAL CLAIM FOR AN EXTENSION OF TIME

**Clause 10.6(a) of the Conditions of Subcontract**

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

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

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

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

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

The Subcontractor is or is likely to be delayed in *[reaching Completion of the Subcontract Works or the Stage by the relevant Date for Completion/achieving Completion of the Subcontract Works or the Stage]* as follows:

*[Insert details].*

*[Signature]*

Subcontractor

*[Insert date]*

***[Note to Subcontractor and Contractor’s Representative:***

***The Subcontractor must submit this written claim within 28 days of the commencement of the delay to the carrying out of the Subcontractor’s Activities]***

To: *[Insert name of Contractor’s Representative]*

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

# CLAIM FOR A FURTHER EXTENSION OF TIME

**Clause 10.6(b) of the Conditions of Subcontract**

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

The effects of the delay specified in that notice have continued beyond 28 days after the commencement of the occurrence causing the delay.

In accordance with clause 10.6(b) of the Conditions of Subcontract, the Subcontractor claims a further extension of time in respect of the following further period of delay: *[insert period of delay]*.

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

*[Insert particulars of the delay and the occurrence causing the delay and evidence that it has been, or is likely to be, delayed in achieving completion in a matter set out in clause 10.5(b)]]*.

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

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

The Subcontractor is or is likely to be delayed in *[reaching Completion of the Subcontract Works or the Stage by the relevant Date for Completion/achieving Completion of the Subcontract Works or the Stage]* as follows:

*[Insert details]*.

*[Signature]*

Subcontractor

*[Insert date]*

***[Note to Subcontractor and Contractor’s Representative:***

***Clause 10.6(b) of the Conditions of Subcontract requires claims for further extensions of time to be given every 28 days after the initial claim for extension of time until 7 days after the end of the delay to the carrying out of the Subcontractor’s Activities.]***

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

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

# DETERMINATION OF EXTENSION OF TIME CLAIM

**Clause 10.8of the Conditions of Subcontract**

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

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

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

*[Option 2]* In accordance with clauses 10.8(a) and 10.8(c) of the Conditions of Subcontract, the Date for Completion of the *[Subcontract Works / Stage]* set out below is to be extended. However, the extension to the Date for Completion as claimed by the Subcontractor has been reduced by the extent to which the Subcontractor:

1. *[contributed to the delay; and/or]*
2. *[failed to take all steps necessary both to preclude the cause of the delay and to avoid or minimise the extent of the delay,]*

as follows:

*[Insert details]*.

Accordingly, the Date for Completion of the *[Subcontract Works / Stage]* is extended as follows:

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

*[Option 3]* The Subcontractor does not have any entitlement to an extension of time, for the following reasons:

*[Insert reasons with reference to the requirements of clause 10 of the Conditions of Subcontract]*.

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

***Delete the Options which are inapplicable. This notice should be given within 21 days of the Subcontractor’s written claim under clause 10.6 of the Conditions of Subcontract.]***

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

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

# UNILATERAL EXTENSION OF TIME

**Clause 10.9 of the Conditions of Subcontract**

In accordance with clause 10.9 of the Conditions of Subcontract, the Contractor extends the Date for Completion of the *[Subcontract Works / Stage (insert details of Stage)]* as follows:

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

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

# VARIATION PRICE REQUEST

**Clause 11.1 of the Conditions of Subcontract**

In accordance with clause 11.1 of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor that the Contractor is considering the following Variation:

*[Insert details of proposed Variation]*.

The Subcontractor must provide the Contractor’s Representative with a written notice which sets out the:

1. adjustment (if any) to the Subcontract Price to carry out the proposed Variation; and
2. effect (if any) the proposed Variation will have on the current program (including each Date for Completion),

within *[14 days/or such longer period as may be agreed by the Contractor’s Representative]* of the receipt of this Variation Price Request.

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

***Clause 11.1(c) states that the Subcontractor’s written notice to be given in response to the Variation Price Request is to be given within 14 days or “such longer period as may be agreed by the Contractor’s Representative”. To the extent that the Contractor’s Representative wishes to provide the Subcontractor with a period longer than 14 days to provide its written notice, this should be identified where indicated in [square brackets] above]***

To: *[Insert name of Contractor’s Representative]*

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

# RESPONSE TO VARIATION PRICE REQUEST

**Clause 11.1 of the Conditions of Subcontract**

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

The adjustment (if any) to the Subcontract Price 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 current approved program (including each Date for Completion)]*.

*[Signature]*

Subcontractor

*[Insert date]*

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

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

# VARIATION ORDER

**Clause 11.2 of the Conditions of Subcontract**

In accordance with clause 11.2 of the Conditions of Subcontract, the Subcontractor 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 Subcontract Price set out in the Subcontractor’s notice dated *[insert date of Subcontractor’s Response to Variation Price Request]* is agreed and will be made.

*[OR]*

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

*[OR]*

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

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

# REQUEST FOR VARIATION BY SUBCONTRACTOR

**Clause 11.7 of the Conditions of Subcontract**

In accordance with clause 11.7 of the Conditions of Subcontract, the Subcontractor requests the Contractor’s Representative to direct the following Variation:

*[Insert a description of the Variation and include:*

1. *the additional or reduced costs or time involved in the Variation and any proposal for sharing any savings in costs with the Contractor including the amount;*
2. *any benefits which will flow to the Commonwealth from the Variation; and*
3. *the effect which the Variation will have upon the future cost of operating and maintaining the Subcontract Works]*.

*[Signature]*

Subcontractor

*[Insert date]*

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

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

# DETERMINATION OF REQUEST FOR VARIATION BY SUBCONTRACTOR

**Clause 11.8 of the Conditions of Subcontract**

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

In accordance with clause 11.8 of the Conditions of Subcontract, the Contractor’s Representative

*[Option 1]* rejects the Subcontractor’s request for a Variation.

*[OR]*

*[Option 2]* approves the Subcontractor’s request for a Variation

*[AND]*

*[Option 2a]* unconditionally.

*[OR]*

*[Option 2b]* on the following conditions:

*[Insert any conditions of approval]*.

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

***Delete the Option which is inapplicable. If Option 2 is selected, Contractor’s Representative must indicate whether approval is unconditional or not and, if not, specify any conditions. Please also note the requirement as set out in clause 8.11 of the Managing Contractor Contract.]***

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

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

# REQUEST FOR CONSENT TO DIVULGE INFORMATION IN RELATION TO A SECURITY OF PAYMENT LEGISLATION ADJUDICATION APPLICATION

**Clause 12.18(e) of the Conditions of Subcontract**

In accordance with clause 12.18(e) of the Conditions of Subcontract, the Subcontractor requests the Contractor’s consent to

*[Option 1]* divulge

*[OR]*

*[Option 2]* permit its [servants/subsubcontractors/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 Contractor, 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]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor:***

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

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

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

# RESPONSE TO REQUEST FOR CONSENT TO DIVULGE INFORMATION IN RELATION TO A SECURITY OF PAYMENT LEGISLATION ADJUDICATION APPLICATION

**Clause 12.18(e) of the Conditions of Subcontract**

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

*[Option 1]* consents.

*[OR]*

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

*[Insert conditions]*.

*[OR]*

*[Option 3]* does not consent.

*[Signature]*

Contractor

*[Insert date]*

***[Instructions to Contractor: Delete the Options which are inapplicable.]***

To: *[Insert name of Contractor’s Representative]*

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

# NOTICE OF ANTICIPATED COMPLETION

**Clause 13.1(b) of the Conditions of Subcontract**

In accordance with clause 13.1(b) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that it anticipates reaching Completion of the

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

*[OR]*

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

*[Insert description of Stage]*.

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor:***

***Delete the Option which is inapplicable. The Subcontractor must give the Contractor’s Representative written notice 28 days, and then again 14 days, before it anticipates Completion of the Subcontract Works or a Stage.]***

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

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

# NOTICE OF COMPLETION

**Clause 13.2(b)(i) of the Conditions of Subcontract**

In accordance with clause 13.2(b)(i) of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor and Contractor that it is satisfied that Completion of the *[Subcontract Works / Stage (insert description of Stage)]* was achieved on [*insert date*].

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

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

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

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

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

# NOTICE ADVISING THAT COMPLETION HAS NOT BEEN ACHIEVED

**Clause 13.2(b)(ii) of the Conditions of Subcontract**

In accordance with clause 13.2(b)(ii) of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor and the Contractor that it is not satisfied that Completion has been achieved for the *[Subcontract Works / Stage (insert description of Stage)]*.

*[Signature]*

Contractor’s Representative

*[Insert date]*

To: *[Insert name of Contractor’s Representative]*

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

# FURTHER NOTICE OF ANTICIPATED COMPLETION

**Clause 13.2(d) of the Conditions of Subcontract**

The Subcontractor refers to the Contractor’s Representative’s notice dated *[insert date]* advising the Subcontractor that Completion has not been achievedfor the *[Subcontract Works / Stage (insert description of Stage)]*.

In accordance with clause 13.2(d) of the Conditions of Subcontract, the Subcontractor further notifies the Contractor’s Representative that it considers it achieved Completion of the

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

*[OR]*

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

*[Insert description of Stage]*.

*[Signature]*

Subcontractor

*[Insert date]*

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

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

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

# NOTICE OF INTENTION TO OCCUPY, USE, OPERATE OR MAINTAIN PART OF THE SUBCONTRACT WORKS OR A STAGE

**Clause 13.5(a) of the Conditions of Subcontract**

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

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***This notice does not limit or affect the obligations of the Subcontractor under the Subcontract.]***

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

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

# NOTICE OF INTENTION THAT ANY PART OF THE SUBCONTRACT WORKS OR ANY PART OF A STAGE IS TO BE A NEW STAGE

**Clause 13.5(c) of the Conditions of Subcontract**

In accordance with clause 13.5(c) of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor that the *[Insert description of the part(s) of the Subcontract Works / Stage (insert description of Stage)]* is to be a new Stage notwithstanding the whole of the Subcontract Works or a Stage has not reached Completion.

The Date for Completion for the new Stage(s) will be:

*[Insert Date for Completion].*

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***This notice does not limit or affect the obligations of the Subcontractor under the Subcontract.]***

To: *[Insert name of Contractor’s Representative]*

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

# NOTICE OF VARIATION

**Clause 16.1(a) of the Conditions of Subcontract**

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

In accordance with clause 16.1(a) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that it considers the direction constitutes or involves a Variation.

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor and Contractor’s Representative:***

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

To: *[Insert name of Contractor’s Representative]*

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

# CLAIM FOR VARIATION

**Clause 16.1(b) of the Conditions of Subcontract**

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

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

*[The Claim must include the following:*

1. *detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*
2. *the legal basis for the Claim, whether based on a term of the Subcontract or otherwise, and if based on a term of the Subcontract, 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]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor and Contractor’s Representative:***

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

To: *[Insert name of Contractor’s Representative]*

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

# INITIAL NOTICE OF CLAIM

**Clauses 16.2 and 16.3(a) of the Conditions of Subcontract**

In accordance with clauses 16.2 and 16.3(a) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that it proposes to make a Claim.

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]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor and Contractor’s Representative:***

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

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

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

To: *[Insert name of Contractor’s Representative]*

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

# NOTICE OF CLAIM

**Clauses 16.2 and 16.3(b) of the Conditions of Subcontract**

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

In accordance with clauses 16.2 and 16.3(b) of the Conditions of Subcontract, the Subcontractor 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 Subcontract or otherwise, and if based on a term of the Subcontract, 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]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor and Contractor’s Representative:***

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

To: *[Insert name of Contractor’s Representative]*

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

# NOTICE OF CONTINUING EVENTS

***Clause 16.4 of the Conditions of Subcontract***

The Subcontractor 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 16.4 of the Conditions of Subcontract, the Subcontractor 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 Conditions of Subcontract or otherwise, and if based on a term of the Conditions of Subcontract, 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]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor and Contractor’s Representative:***

***Subcontractor must issue this notice every 28 days after a written Claim under clause 16.1(b) or 16.3(b) of the Conditions of Subcontract (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: *[Insert name of the Contractor’s Representative]*

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

# NOTICE OF BREACH OF PRIVACY PRINCIPLES

**Clause 18.5(c) of the Conditions of Subcontract**

Pursuant to clause 18.5(c) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that it has

*[Option 1]* become aware that a breach of the obligations set out in clause 18.5 of the Conditions of Subcontract has been committed by the *[Subcontractor/a subsubcontractor (insert details of the subsubcontractor, if applicable)]*.

*[OR]*

*[Option 2]* become aware that a subsubcontractor has breached its obligations under a subsubcontract, as contemplated by clause 18.5(a)(xi) of the Conditions of Subcontract. The relevant subsubcontractor is [*insert details of subsubcontractor]*.

*[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 subsubcontractor 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]*

Subcontractor

*[insert date]*

***[Instructions to Subcontractor:***

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

To: *[Insert name of Contractor’s Representative]*

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

**REQUEST TO *[FURNISH INFORMATION/ISSUE DOCUMENT OR OTHER MATERIAL]***

**Clause 18.10(a) of the Conditions of Subcontract**

Pursuant to clause 18.10(a) of the Conditions of Subcontract, the Subcontractor requests the Contractor’s Representative’s approval to *[furnish the following information/issue the following document or other material concerning the Subcontractor’s Activities, MCC Works or Subcontract Works]* for publication in the media:

*[Insert details]*.

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor:***

***Clause 18.10 does not limit clause 20 (Information Security).]***

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

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

**RESPONSE TO REQUEST TO *[FURNISH INFORMATION/ISSUE DOCUMENT OR OTHER MATERIAL]***

**Clause 18.10(a) of the Conditions of Subcontract**

The Contractor’s Representative refers to the Subcontractor’s request to *[furnish information/issue document or other material concerning the Subcontractor’s Activities, MCC Works or Subcontract Works]* dated *[insert date of Subcontractor’s request]*.

In accordance with clause 18.10(a) of the Conditions of Subcontract, the Contractor’s Representative

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

*[OR]*

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

***[Instructions to Contractor’s Representative:***

***Delete the Option which is inapplicable. Under the Conditions of Subcontract, clause 18.10 does not limit clause 20 (Information Security).]***

To: *[Insert name of Contractor’s Representative]*

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

**NOTICE OF MODERN SLAVERY PRACTICES**

**Clause 18.15(c) of the Conditions of Subcontract**

Pursuant to clause 18.15(c) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative of the following Modern Slavery practices in connection with the Subcontract, including the operations and supply chains used in the carrying out of the Subcontractor’s Activities:

*[Insert details of the Modern Slavery practices]*

*[Signature]*

Subcontractor

*[Insert date]*