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

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

**REQUEST TO REPLACE KEY PERSON**

**Clause 2.3 of the Conditions of Subcontract**

In accordance with clause 2.3 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 2.3 of the Conditions of Subcontract**

The Contractor’s Representative refers to the Subcontractor’s request under clause 2.3 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 2.3 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]*

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

**NOTICE OF EXPIRY, CANCELLATION OR RESCISSION OF INSURANCE**

**Clause 4.3(e)(i) of the Conditions of Subcontract**

In accordance with clause 4.3(e)(i) of the Conditions of Subcontract, the Subcontractor notifies the Contractor of the *[expiry/cancellation/rescission]* to the following insurance policy:

*[insert details of the insurance policy which the insurer notified the expiry/cancelation/rescission]*.

As required under clause 4.3(e)(i) of the Conditions of Subcontract, the Subcontractor intends to effect replacement insurance on the following terms and limits:

*[insert details of the terms and limits of replacement insurance policy, including the identity of the replacement insurer]*.

*[Signature]*

Subcontractor

*[Insert date]*

***[Instructions to Subcontractor:***

***The Subcontractor must give this notice as soon as possible upon receipt of the insurer’s notice of the expiry, cancellation or rescission of an insurance policy.]***

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

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

**REQUEST FOR INFORMATION FOLLOWING NOTICE OF EXPIRY, CANCELLATION OR RESCISSION OF INSURANCE**

**Clause 4.3(e)(i) of the Conditions of Subcontract**

The Contractor’s Representative refers to the Subcontractor’s notice under clause 4.3(e) of the Conditions of Subcontract dated *[insert date of notice]* to effect a replacement insurance policy.

In accordance with clause 4.3(e)(i) of the Conditions of Subcontract, the Contractor’s Representative requests that the Subcontractor provide evidence that the Subcontractor's replacement *[insert coverage/type of replacement insurance, i.e. Workers’ Compensation Insurance/Professional Indemnity Insurance/any other type of insurance]* insurance policy complies in all relevant respects with the requirements of the Subcontract, within *[14]* days of this request.

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***The Contractor’s Representative is entitled to request that the Subcontractor provide such evidence as the Contractor's Representative reasonably requires that the replacement insurance policy complies with the requirements of the Subcontract. The 14 day period referred to above is a guide.]***

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

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

**NOTICE OF REPLACEMENT INSURER**

**Clause 4.3(e)(ii) of the Conditions of Subcontract**

In accordance with clause 4.3(e)(ii) of the Subcontract, the Subcontractor notifies the Contractor 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 Subcontractor 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 Subcontract, as requested by the Contractor in its notice dated [insert date of notice]]:*

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

*[Signature]*

Subcontractor

*[Insert date]*

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

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

**REQUEST TO PRODUCE EVIDENCE THAT REPLACEMENT INSURANCE COMPLIES WITH THE SUBCONTRACT**

**Clause 4.3(e)(ii) of the Conditions of Subcontract**

In accordance with clause 4.3(e)(ii) of the Subcontract, the Contractor’s Representative requests that the Subcontractor provide evidence that the Subcontractor's *[insert coverage/type of insurance, i.e. Workers’ Compensation Insurance/Professional Indemnity Insurance/ any other type of insurance]* insurance policy complies in all relevant respects with the requirements of the Subcontract, within *[14]* days of this request.

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***The Contractor’s Representative is entitled to request that the Subcontractor provide such evidence as the Contractor's Representative reasonably requires that a replacement insurance policy complies with the requirements of the Subcontract. The 14 day period referred to above is a guide.]***

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

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

***[REJECTION OF / PERMISSION TO USE]* DESIGN**

**Clause 5.2 of the Conditions of Subcontract**

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

*[Insert description of design]*.

In accordance with clause 5.2 of the Conditions of Subcontract, the Contractor’s Representative

*[Option 1]* permits

*[OR]*

*[Option 2]* does not permit

the Subcontractor to use such design.

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***Delete the Option which is inapplicable. The Contractor’s Representative must give (or withhold) permission within 14 days of submission of design by the Subcontractor.]***

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

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

**NOTICE OF LATENT CONDITION**

**Clause 6.5 of the Conditions of Subcontract**

In accordance with clause 6.5 of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that it considers that a Latent Condition has been encountered or found. The nature of the Latent Condition considered to be encountered or found and its location are as follows:

*[Insert details of Latent Condition]*.

*[Signature]*

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 6.5 of the Conditions of Subcontract**

The Contractor’s Representative refers to the Subcontractor’s notice under clause 6.5 of the Conditions of Subcontract dated *[insert date of notice]*.

In accordance with clause 6.5(a) 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]*.

In accordance with clause 6.5(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 given within 14 days of receiving the Subcontractor’s notice that a Latent Condition has been encountered or found. The Subcontractor may be entitled to claim an extension of time to any relevant Date for Completion (if it is delayed in achieving Completion) and to be paid by the Contractor any extra costs reasonably incurred by the Subcontractor after the date of the Subcontractor’s notice, valued as a Variation.]***

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

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

**NOTICE OF VALUABLE, ARCHAELOGICAL OR SPECIAL INTEREST ITEMS**

**Clause 6.8(b)(i) of the Conditions of Subcontract**

In accordance with clause 6.8(b)(i) 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 and the Contractor upon discovery of a valuable, archaeological or special interest item(s) on or in the Site and is required to protect the item(s) and not disturb it/them further.]***

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

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

**INSTRUCTION AS TO VALUABLE, ARCHAEOLOGICAL OR SPECIAL INTEREST ITEMS**

**Clause 6.8(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 6.8(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 6.8(b)(i) from the Subcontractor.***

***When issuing directions in relation to the item(s), the 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 directions. Accordingly, the Contractor’s Representative should carefully consider the cost implications of this notice.]***

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

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

**NOTICE REGARDING THE ENVIRONMENT**

**Clause 6.9(a)(iv) of the Conditions of Subcontract**

In accordance with clause 6.9(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 6.9 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 relevant authority]* stating *[insert details of notice/order/communication]*.

*[Signature]*

Subcontractor

*[Insert date]*

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

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 6.11(c) of the Conditions of Subcontract**

In accordance with clause 6.11(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 any supporting documents 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 6.11(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.

The location, layout and content of project signboards is

*[Option 1]* approved.

*[OR]*

*[Option 2]* rejected.

*[OR]*

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

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

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

**NOTICE OF *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* BETWEEN THE SUBCONTRACT WORKS DESCRIPTION AND A REQUIREMENT OF THE SUBCONTRACT**

**Clause 7.2(c)(i) of the Conditions of Subcontract**

In accordance with clause 7.2(c)(i) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative and the Contractor that the following

*[ambiguity/discrepancy/inconsistency]*

have 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 7.2(c)(i) 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 the ambiguity/discrepancy/inconsistency and relevant documents]*.

In accordance with clause 7.2(c)(i) 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 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 set out in the Subcontract Particulars – as contemplated by clause 7.2(a) of the Conditions of Subcontract; and***
* ***clause 7.2(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.]***

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

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

**NOTICE AND INSTRUCTION REGARDING *[AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES]* IN THE DOCUMENTS WHICH MAKE UP THE SUBCONTRACT**

**Clause 7.2(c)(ii) of the Conditions of Subcontract**

In accordance with clause 7.2(c)(ii) of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor that the following *[ambiguity/discrepancy/inconsistency]* have been discovered between in the documents which make up the Subcontract:

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

In accordance with clause 7.2(c)(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 promptly upon discovery 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 set out in the Subcontract Particulars – as contemplated by clause 7.2(a) of the Conditions of Subcontract; and***
* ***clause 7.2(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.]***

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

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

**NOTICE OF CHANGE IN STATUTORY REQUIREMENTS**

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

In accordance with clause 7.3(b)(i)(A) of the Conditions of Subcontract, the Subcontractornotifies the Contractor’s Representative of the following change in Statutory Requirements under clause 7.3(b)(i)(A) of the Conditions of Subcontract after the Award Date:

*[Insert details of change in Statutory Requirements].*

*[Signature]*

Subcontractor

*[Insert date]*

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

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

**INSTRUCTION IN RESPONSE TO CHANGE IN STATUTORY REQUIREMENTS**

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

The Contractor’s Representative refers to the Subcontractor’s notice dated *[insert date of notice]* concerning a change in Statutory Requirements after the Award Date:

*[Insert details of change in Statutory Requirements].*

In accordance with clause 7.3(b)(i)(A) 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:

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***Under clauses 7.3(b)(ii) and (iii) 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 costs reasonably incurred by the Subcontractor or savings made by the Subcontractor in carrying out the Subcontractor’s Activities 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.]***

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

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

**NOTICE AND INSTRUCTION IN RESPONSE TO CHANGE IN STATUTORY REQUIREMENT**

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

In accordance with clause 7.3(b)(i)(B) of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor of the following change in a Statutory Requirement after the Award Date:

*[Insert details of change in Statutory Requirement]*.

In accordance with clause 7.3(b)(i)(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 *[change]*:

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***Under clauses 7.3(b)(ii) and (iii) 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 the Contractor’s Representative]*

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

**REQUEST TO SUBCONTRACT**

**Clause 7.4(a) of the Conditions of Subcontract**

In accordance with clause 7.4(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):

*[Insert details of Subcontractor’s Activities to be subcontracted and details of the relevant subsubcontractor(s)].*

The Subcontractor acknowledges that it will:

1. remain fully responsible for the Subcontractor’s Activities notwithstanding the it has subsubcontracted the performance of any part of the Subcontractor’s Activities; and
2. prior to Completion, procure and provide the Contractor with the warranties described in the Subcontract Particulars from the subsubcontractor(s), in favour of the Commonwealth and Contractor and in the form of the Collateral Warranty.

*[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 7.4(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 7.4(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 Options which are inapplicable.]***

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

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

# NOTICE OF PANDEMIC ADJUSTMENT EVENT

**Clause 7.7(a) of the Conditions of Subcontract**

In accordance with clause 7.7(a) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that there has been a Pandemic Adjustment Event, as follows:

*[Insert details of the Pandemic Adjustment Event, as follows:*

* *the relevant event; and*
* *such other information as the Contractor’s Representative may require].*

*[Signature]*

Subcontractor

*[Insert date]*

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

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

# RESPONSE TO NOTICE OF PANDEMIC ADJUSTMENT EVENT

**Clause 7.7(b) *[and (c)]* of the Conditions of Subcontract**

The Contractor’s Representative refers to the Subcontractor’s notice under clause 7.7(a) of the Conditions of Subcontract dated *[insert date of notice]*.

In accordance with clause 7.7(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 7.7(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 Contractor’s notice under clause 7.7(a) of the Conditions of Subcontract. See clause 7.7 of the Conditions of Subcontract - the Subcontractor may be 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. Any instruction from the Contractor's Representative under clause 7.7(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 and ABN of Subcontractor]*

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

**DIRECTION REGARDING NON-COMPLYING ACTIVITIES BEFORE COMPLETION**

**Clause 8.4(a)*[(i)/(ii)]* of the Conditions of Subcontract**

In accordance with clause 8.4(a)*[(i)/(ii)]* of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor that the following part of the Subcontractor’s Activities is not in accordance with the Contract:

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

In accordance with clause 8.4(a)*[(i)/(ii)]* of the Conditions of Subcontract, the Contractor’s Representative instructs the Subcontractor that

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

*[Insert time for correction]*.

*[OR]*

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

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

*[OR]*

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

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

The cost of correcting the non-conformance is determined to *be [insert amount]*. The Subcontract Price will be reduced by this amount.

The above does not affect the Subcontractor’s liability or responsibility, or the Contractor’s rights, under the Conditions of Subcontract or otherwise.

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***Delete the Options 1, 2 or 3 which are inapplicable and complete the relevant details. The Contractor’s Representative to consider whether any cost implications arise under clause 8.4(d) of the Conditions of Subcontract.]***

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

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

**PROJECT PLANS**

**Clause 8.7(a)(ii)*[A/C]* of the Conditions of Subcontract**

In accordance with clause 8.7(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 provided under the Conditions of Subcontract.]***

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

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

**REJECTION OF PROJECT PLANS**

**Clause 8.7(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 8.7(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 8.7(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]* and *[insert name of MCC Contract Administrator]*

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

**NOTICE OF WORK HEALTH AND SAFETY MATTERS**

**Clause 8.9(b) of the Conditions of Subcontract**

In accordance with clause 8.9(b) of the Conditions of Subcontract, the Subcontractor notifies the MCC Contract Administrator and the Contractor’s Representative of the following work health and safety matter(s) arising out of, or in any way in connection with, the Subcontractor’s Activities and Subcontract Works:

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

*[Signature]*

Subcontractor

*[Insert date]*

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

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

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

***(c) for any other work health and safety matter that is not required to be reported under clause 8.9(b)(i) or (ii), in the reports under clause 2.6 (if clauses 2.5 and 2.6 apply), in accordance with 8.9(b)(iii).]***

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

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

**CLAIM FOR AN EXTENSION OF TIME**

**Clause 9.4 of the Conditions of Subcontract**

In accordance with clause 9.4 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*]. The basis for calculating this period is as follows:

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

*[Signature]*

Subcontractor

*[Insert date]*

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

***The Subcontractor must submit this notice not later than 28 days after the commencement of the delay to the carrying out of the Subcontractor’s Activities.]***

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

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

**DETERMINATION OF EXTENSION OF TIME CLAIM**

**Clause 9.5(a)**(**i) of the Conditions of Subcontract**

The Contractor’s Representative refers to the Subcontractor’s claim dated *[insert date of claim]* 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 9.5(a)(i) 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].*

*[OR]*

*[Option 2]* The Subcontractor does not have any entitlement to an extension of time in respect of its claim, for the following reasons:

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

The Date for Completion of the *[Subcontract Works / Stage (insert details of Stage)]* is *[insert date]*.

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***Delete the Option which is inapplicable. In respect of Option 1, in determining the period of time by which the Date for Completion should be extended, the Contractor's Representative must not include any period of delay in respect of which the Subcontractor (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. The Contractor’s Representative must provide this notice to the Subcontractor and the Contractor within 21 days after the later of the Subcontractor’s notice under clause 9.4 of the Conditions of Subcontract or the end of the effects of the delay. The Contractor should obtain prior approval of the MCC Contract Administrator under the Managing Contractor Contract for the extension of time.]***To: *[Insert name and ABN of Subcontractor]*

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

**UNILATERAL EXTENSION OF TIME**

**Clause 9.5(a)(ii) of the Conditions of Subcontract**

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

The Date for Completion of the *[Subcontract Works / Stage (insert details of Stage)]* is *[insert date]*.

*[Signature of authorised officer]*

For and on behalf of the Contractor

*[Insert date]*

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

***The Contractor should obtain prior approval of the MCC Contract Administrator under the Managing Contractor Contract for the unilateral extension of time.]***

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

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

**VARIATION PRICE REQUEST**

**Clause 10.1 of the Conditions of Subcontract**

In accordance with clause 10.1 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:

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

within *[14 days*/*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 10.1(b) 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 10.1 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 Subcontractor’s program (including each Date for Completion) is *[insert details of the effect which the proposed Variation will have on the Subcontractor’s 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 10.2 of the Conditions of Subcontract**

In accordance with clause 10.2 of the Conditions of Subcontract, the Subcontractor is directed 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 10.3(a)(ii)A and 10.3(a)(ii)B 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)**

**NOTICE OF VARIATION**

**Clause 10.4 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 10.4 of the Conditions of Subcontract, the Subcontractor gives notice that it considers the direction constitutes or involves a Variation, for the following reasons:

*[Insert reasons].*

*[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 complying with the direction. The Subcontractor must continue to perform the Subcontractor’s Activities in accordance with the Conditions of Subcontract and all directions of the Contractor’s Representative, including any direction in respect of which notice has been given under clause 10.4 of the Conditions of Subcontract, as required by clause 10.4 of the Conditions of Subcontract.]***

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 11.16(e) of the Conditions of Subcontract**

In accordance with clause 11.16(e) of the Conditions of Subcontract, the Subcontractor requests the Contractor’s consent to

*[Option 1]* divulge

*[OR]*

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

to *[insert name of person information is to be divulged to] [a communication/a submission/a statement/evidence/information]* used or relied upon by the 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 11.16(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 11.16(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 of authorised officer]*

For and on behalf of the 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)**

**INITIAL NOTICE OF CLAIM**

**Clause 12.1(d) of the Conditions of Subcontract**

In accordance with clause 12.1(d) of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that it proposes to make a claim against the Contractor.

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.]***

***[Instructions to Subcontractor:***

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

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

***(b) a Variation instructed in accordance with clause 10.2 of the Conditions of Subcontract; or***

***(c) payment under clause 11.2 of the Conditions of Subcontract or the original Subcontract Price.]***

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

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

**NOTICE OF CLAIM**

**Clause 12.1(e) of the Conditions of Subcontract**

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

In accordance with clause 12.1(e) of the Conditions of Subcontract, the Subcontractor makes the following claim:

*[The claim should include the following:*

1. *detailed particulars of the event on which the claim is based;*
2. *the legal basis for the claim;*
3. *the facts relied upon in support of the claim; and*
4. *details of the quantification of the amount claimed 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 12.1(d) of the Conditions of Subcontract.]***

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

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

**NOTICE OF CONTINUING EVENTS**

**Clause 12.2 of the Conditions of Subcontract**

The Subcontractor refers to its written 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 12.2 of the Conditions of Subcontract, the Subcontractor gives the following information:

*[The information should include the following:*

1. *detailed particulars of the event on which the claim is based;*
2. *the legal basis for the claim;*
3. *the facts relied upon in support of the claim; and*
4. *details of the quantification of the amount claimed in sufficient detail to permit verification].*

*[Signature]*

Subcontractor

*[Insert date]*

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

***The Subcontractor must issue this notice every 28 days after a written claim under clause 12.1(e) of the Conditions of Subcontract was submitted until after the events or the consequences have ceased.]***

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

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

**NOTICE OF COMPLETION**

**Clause 13.1 of the Conditions of Subcontract**

In accordance with clause 13.1 of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor that it is satisfied that Completion of the *[Subcontract Works/following Stage]* *[insert description of Stage]* was achieved on *[insert date]*.

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

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

**NOTICE ADVISING THAT COMPLETION HAS NOT BEEN ACHIEVED**

**Clause 13.1 of the Conditions of Subcontract**

In accordance with clause 13.1 of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor 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)**

**NOTICE OF ANTICIPATED COMPLETION**

**Clause 13.1 of the Conditions of Subcontract**

In accordance with clause 13.1 of the Conditions of Subcontract, the Subcontractor notifies the Contractor’s Representative that it has achieved Completion of the *[Subcontract Works/following Stage (insert details of Stage)]*.

*[Signature]*

Subcontractor

*[Insert date]*

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

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

**UNILATERAL NOTICE OF COMPLETION**

**Clause 13.2 of the Conditions of Subcontract**

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***This notice may be issued by the Contractor’s Representative where the Subcontractor has not given a notice of completion under clause 13.1 of the Conditions of Subcontract.]***

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 WORKS OR A STAGE**

**Clause 13.4 of the Conditions of Subcontract**

In accordance with clause 13.4 of the Conditions of Subcontract, the Contractor’s Representative notifies the Subcontractor that *[the Commonwealth / the Contractor]* intends 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 (specifying 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 Conditions of Subcontract but the Contractor must endeavour to occupy, use, operate or maintain, and must use its best endeavours to procure that the Commonwealth uses, occupies, operates or maintains, that part so as to not interfere with the Subcontractor’s performance.]***

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

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

**NOTICE OF BREACH OF PRIVACY PRINCIPLES**

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

In accordance with 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(a) 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 of the Conditions of Subcontract**

In accordance with clause 18.10 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, the MCC Works or the 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 of the Conditions of Subcontract**

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

In accordance with clause 18.10 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.***

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

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

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

**REQUEST TO CHANGE ACCESS HOURS**

**Clause 18.11 of the Conditions of Subcontract**

In accordance with clause 18.11 of the Conditions of Subcontract, the Subcontractor 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

*[Insert date]*

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

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

**RESPONSE TO REQUEST TO CHANGE ACCESS HOURS**

**Clause 18.11 of the Conditions of Subcontract**

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

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

**NOTICE OF MODERN SLAVERY PRACTICES**

**Clause 18.17(c) of the Conditions of Subcontract**

Pursuant to clause 18.17(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]*