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

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

**NOTICE OF MATTERS IMPACTING ON THE SERVICES OR THE MCC WORKS**

**Clause 2.5 of the Conditions of Subcontract**

In accordance with clause 2.5 of the Conditions of Subcontract, the Consultant notifies the Contractor’s Representative that the following matter *[insert details of particular matter]* which

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

*[OR]*

*[Option 2]* affects or may affect the Contractor’s Program or the Consultant’s current program under clause 8.2 of the Conditions of Subcontract

*[OR]*

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

*[OR]*

*[Option 4]* involves any Defect (or similar term used or defined in the Managing Contractor Contract) in any continuing or completed aspect of the MCC Works

as follows:

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

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

*[Insert Consultant’s recommendation on how to minimise the effect on the scope, timing and cost of the Services and the MCC Works]*.

*[Signature]*

Consultant

*[Insert date]*

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

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

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

**NOTICE OF CHANGE IN STATUTORY REQUIREMENT**

**Clause 2.11(a)(iii) of the Conditions of Subcontract**

In accordance with clause 2.11(a)(iii) of the Conditions of Subcontract, the Consultant 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]*

Consultant

*[Insert date]*

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

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

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

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

**Clause 2.11(a)(iii) of the Conditions of Subcontract**

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

In accordance with clause 2.11(a)(iii) of the Conditions of Subcontract, the Consultant is instructed to proceed with the Services insofar as they are affected by the [*change/variance*] as follows:

*[Insert details of how the Consultant is to proceed]*.

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***This notice is to be given by the Contractor’s Representative within 14 days of receiving a notice from the Consultant under clause 2.11(a)(iii) of the Conditions of Subcontract.***

***Under clauses 2.11(b) and (c) of the Conditions of Subcontract the Contractor’s Representative is to determine the amount by which the Fee is to be adjusted in order to take into account the costs reasonably incurred by the Consultant or savings made by the Consultant in carrying out the Services which arise directly from the change or variance, or from carrying out the Contractor’s Representative’s instructions. Accordingly, the Contractor’s Representative’s should take into account the cost implications of any instructions given.]***

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

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

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

**Clause 2.11(a)(iv) of the Conditions of Subcontract**

The Contractor’s Representative notifies the Consultant concerning 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 2.11(a)(iv) of the Conditions of Subcontract, the Consultant is instructed to proceed with the Services insofar as they are affected by the *[change/variance]* as follows:

*[Insert details of how the Consultant is to proceed]*.

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

***Under clauses 2.11(b) and (c) of the Conditions of Subcontract the Contractor’s Representative is to determine the amount by which the Fee is to be adjusted in order to take into account the costs reasonably incurred by the Consultant or savings made by the Consultant in carrying out the Services which arise directly from the change or variance, or from carrying out the Contractor’s Representative’s instructions. Accordingly, the Contractor’s Representative’s should take into account the cost implications of any instructions given.]***

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

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

**NOTICE REGARDING THE ENVIRONMENT**

**Clause 2.13(a)(i)D of the Conditions of Subcontract**

In accordance with clause 2.13(a)(i)D of the Conditions of Subcontract, the Consultant notifies the Contractor’s Representative of

*[Option 1]* a non-compliance with the requirements of clause 2.13 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 Consultant of a *[notice/order/communication]* received from *[insert name of authority]* for the protection of the Environment stating *[insert details of notice/order/communication]*.

*[Signature]*

Consultant

*[Insert date]*

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

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

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

**NOTICE OF PANDEMIC ADJUSTMENT EVENT**

**Clause 2.15(a) of the Conditions of Subcontract**

In accordance with clause 2.15(a) of the Conditions of Subcontract, the *[Consultant/Contractor]* notifies the Contractor’s Representative and the *[Consultant/Contractor]* that there has been a Pandemic Adjustment Event, as follows:

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

*[Signature]*

*[Consultant/Contractor]*

*[Insert date]*

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

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

**RESPONSE TO NOTICE OF PANDEMIC ADJUSTMENT EVENT**

**Clause 2.15(b) [*and 2.15(c)*] of the Conditions of Subcontract**

The Contractor’s Representative refers to the *[Consultant/Contractor]*’s notice under clause 2.15(a) of the Conditions of Subcontract dated *[insert date of notice]*.

In accordance with clause 2.15(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 2.15(c) of the Conditions of Subcontract, the Consultant is instructed to adopt the following course insofar as the Services 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 Consultant within 14 days of receiving the Consultant’s notice under clause 2.15(a) of the Conditions of Subcontract. See clause 2.15(d) of the Conditions of Subcontract - the Consultant is entitled to an extension of time to any relevant Date for Completion (where the Consultant is so entitled under clause 8.8 of the Conditions of Subcontract) and having the Fee increased by the extra costs reasonably incurred by the Consultant after the giving of the notice under clause 2.15(a) which arise directly from the Pandemic Adjustment Event or any instruction of the Contractor’s Representative – as determined by the Contractor’s Representative. Any instruction from the Contractor's Representative under clause 2.15(c) may include an instruction to prepare (and thereafter comply with) a plan satisfactory to the Contractor's Representative specifying the steps that the Consultant will implement to avoid, mitigate, resolve and otherwise manage the effects of the Pandemic on the Services and the MCC Works]***

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

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

**REQUEST FOR ADDITIONAL INFORMATION**

**Clause 3.2(c) of the Conditions of Subcontract**

In accordance with clause 3.2(c) of the Conditions of Subcontract, the Consultant notifies the Contractor’s Representative that the following additional *[information/documents/particulars]* are required by the Consultant for the following reasons:

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

*[Signature]*

Consultant

*[Insert date]*

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

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

**REQUEST TO REPLACE KEY PERSON**

**Clause 4.4(a)(ii) of the Conditions of Subcontract**

In accordance with clause 4.4(a)(ii) of the Conditions of Subcontract, the Consultant requests the Contractor’s Representative 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]*.

**Reasons for replacement:**

*[Insert reason]*.

*[Signature]*

Consultant

*[Insert date]*

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

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

**RESPONSE TO REQUEST TO REPLACE KEY PERSON**

**Clause 4.4(a)(ii) of the Conditions of Subcontract**

The Contractor’s Representative refers to the Consultant’s request under clause 4.4(a)(ii) 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 Consultant, under clause 4.4(a)(ii) 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 Consultant nevertheless intends to proceed to replace the key person, it must provide details of an alternative replacement person for the written approval or rejection (as the case may be) of the 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 Consultant]*

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

**RESPONSE TO REQUEST TO REMOVE PERSONS**

**Clause 4.5(a) of the Conditions of Subcontract**

The Contractor’s Representative notifies the Consultant that in the reasonable opinion of the Contractor’s Representative the following [*person is/people are*] guilty of [*misconduct/is incompetent/is negligent*] and are to be removed from the [*Site / Services*]:

*[Insert name and detail of person/persons].*

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

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

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

**NOTICE OF POTENTIAL CLAIM**

**Clause 5.5(a) of the Conditions of Subcontract**

In accordance with clause 5.5(a) of the Conditions of Subcontract, the Consultant notifies the Contractor’s Representative of the following

*[Option 1]* *[Fact/matter/occurrence]* that may give rise to a claim under an insurance policy:

*[Insert details of the fact/matter/occurrence].*

*OR*

*[Option 2]* claim made against the Consultant or the Contractor which may be covered by an insurance policy required under clause 5.1.

*[Insert details of claim].*

***[Instructions to Consultant:***

***Delete the Option which is inapplicable. If the fact/matter/occurrence or claim is in respect of Professional Indemnity Insurance the Consultant subject to paragraph 5.5(d) is not required to provide details of individual claims. The Consultant must notify the Contractor if the estimated total combined value of claims made against the Consultant and claims which may arise from circumstances reported by the Consultant to its insurer in a policy year would potentially reduce the available limit of policy indemnity for that year below the amount required by the Subcontract.]***

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

***[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 Consultant 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. If the Contractor’s Representative intends to reject the Design Documentation, it must give this notice within the number of days specified within the item of the Subcontract Particulars referable to clause 6.3(a)(ii) of the Conditions of Subcontract.]***

To: [*Insert name of 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 6.10(d)(i) of the Conditions of Subcontract**

In accordance with clause 6.10(d)(i) of the Conditions of Subcontract, the Consultant notifies the Contractor’s Representative and the Contractor that the following

[*ambiguity/discrepancy/inconsistency*]

has been discovered between the

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

*[OR]*

*[Option 2]* the Briefand a requirement of the Subcontract:

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

*[Signature]*

Consultant

*[Insert date]*

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

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

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

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

**Clause 6.10(d)(i) of the Conditions of Subcontract**

In accordance with clause 6.10(d)(i) of the Conditions of Subcontract, the Consultant notifies the Contractor’s Representative that the following:

[*ambiguity/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]*

Consultant

*[Insert date]*

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

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

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

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

**Clause 6.10(d)(i) of the Conditions of Subcontract**

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

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

In accordance with clause 6.10(d)(i) of the Conditions of Subcontract, the Consultant 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 Consultant within 14 days of receiving the notice from the Consultant notifying of the ambiguity, discrepancy or inconsistency.***

***In deciding the course to be adopted by the Consultant, the Contractor’s Representative must have regard to:***

* ***clause 6.10(a) of the Conditions of Subcontract, which states that the order of precedence as set out in the Subcontract Particulars will apply;***
* ***clause 6.10(b) of the Conditions of Subcontract, which states that where the ambiguity, discrepancy or inconsistency is between the Brief and any other requirement of the Subcontract (including any other requirement of the Brief), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***
* ***clause 6.10(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 REGARDING [*AMBIGUITIES/DISCREPANCIES/INCONSISTENCIES*] BETWEEN THE [*SUBCONTRACT AND THE DESIGN DOCUMENTATION OR ANY OTHER PROJECT DOCUMENTS/DOCUMENTS THAT MAKE UP THE SUBCONTRACT*]

**Clause 6.10(d)(ii) of the Conditions of Subcontract**

In accordance with clause 6.10(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 6.10(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.***

***In deciding the course to be adopted by the Consultant, the Contractor’s Representative must have regard to:***

* ***clause 6.10(a) of the Conditions of Subcontract, which states that the order of precedence as set out in the Subcontract Particulars will apply;***
* ***clause 6.10(b) of the Conditions of Subcontract, which states that where the ambiguity, discrepancy or inconsistency is between the Brief and any other requirement of the Subcontract (including any other requirement of the Brief), the greater, higher or more stringent requirement, standard, level of service or scope (as applicable) will prevail; and***
* ***clause 6.10(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 and MCC Contract Administrator]*

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

**NOTICE OF WORK HEALTH AND SAFETY MATTERS**

**Clause 6.15(c) of the Conditions of Subcontract**

In accordance with clause 6.15(c) of the Conditions of Subcontract, the Consultant 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 Services:

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

*[If a notifiable incident, insert:*

*In accordance with clause 6.15(c)(i), this notice is of a notifiable incident within the meaning of the WHS legislation.].*

*[If not a notifiable incident, insert:*

*In accordance with clause 6.15(c)(ii), this notice is not of a notifiable incident (within the meaning of the WHS Legislation) where the nature of the incident or accident indicates a potential systemic failure to identify hazards and manage risks to health and safety.].*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***In respect of all work health and safety matters arising out of or in connection with the Services, the Consultant 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 6.15(c)(i)*** ***of the Conditions of Subcontract;***

***(b) of work health and safety incidents or accidents (which are not notifiable incidents) where the nature of the incident or accident indicates a potential systemic failure to identify hazards and manage risks to health and safety, so far as is reasonably practicable, within 24 hours of the incident or accident occurring, in accordance with clause 6.15(c)(ii)*** ***of the Conditions of Subcontract; and***

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

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

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

**NON-COMPLYING SERVICES**

**Clause 7.2 of the Conditions of Subcontract**

The Contractor’s Representative *[has discovered/believes]* that the following Services have not been performed in accordance with the Subcontract:

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

In accordance with clause 7.2 of the Conditions of Subcontract, the Contractor’s Representative directs the Consultant that

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

1. mitigate the effect on the Contractor of the failure to carry out the Services in accordance with the Subcontract; and
2. put the Contractor (as closely as possible) in the position in which it would have been if the Consultant had carried out the Services in accordance with the Subcontract.

*[OR]*

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

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

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

**REJECTION OF PROJECT PLANS**

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

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

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

In accordance with clause 7.4(a)(ii) of the 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:***

***Contractor’s Representative to refer to clause 7.4(a)(ii) of the Conditions of Subcontract for guidance as to required content of Project Plans. Under clause 7.4(a)(ii)D of the Conditions of Subcontract, the Consultant is to finalise each Project Plan in accordance with the requirements of the Subcontract.*]**

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

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

**[*SUBMISSION/RESUBMISSION*] OF PROJECT PLANS**

**Clause 7.4(a)(ii)[*A/C*] of the Conditions of Subcontract**

In accordance with clause 7.4(a)(ii)[*A/C*] of the Conditions of Subcontract, the Consultant *[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]*

Consultant

*[Insert date]*

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

***The Consultant 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 of Contractor’s Representative]*

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

# NOTICE OF OCCURRENCE LIKELY TO CAUSE DELAY

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

In accordance with clause 8.5(a) of the Conditions of Subcontract, the Consultant notifies the Contractor’s Representative of the following occurrence that is likely to delay it in carrying out the Subcontractor’s Activities:

*[Insert details of the occurrence causing delay]*

which will cause the following likely delay:

*[Insert details of the likely delay].*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***The Consultant must inform the Contractor’s Representative as soon as practicable, and in any event, submit this written notice with 14 days of becoming aware of any occurrence likely to delay it in carrying out the Services.]***

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

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

**INITIAL CLAIM FOR AN EXTENSION OF TIME**

**Clause 8.6(a) of the Conditions of Subcontract**

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

*[Insert Milestone]*.

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

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

The number of days for which the extension of time is claimed is *[insert number of days-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 Consultant is or is likely to be delayed in *[reaching completion of the Milestone by the Date for Completion/achieving Completion of the Milestone]* as follows:

*[Insert details, also provide evidence that the Consultant actually have been, or be likely to be, delayed]*.

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***Claim must be submitted not later than 14 days after the commencement of the delay to the performance of the Services. Please see clauses 8.5, 8.6 and 8.7 of the Conditions of Subcontract.]***

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

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

**CLAIM FOR A FURTHER EXTENSION OF TIME**

**Clause 8.6(b) of the Conditions of Subcontract**

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

*[Insert Milestone]*.

The delay to the performance of the Services specified in that notice have continued beyond 28 days after the commencement of the 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]*.

In accordance with clause 8.6(b) of the Conditions of Subcontract, the Consultant claims a further extension of time in respect of the following further period of delay.

The number of days for which the further 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 the basis for calculating the further extension of time]*.

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***Claims for further extensions of time must be given every 28 days after the last date for submitting the first written claim until 7 days after the end of the delay to the performance of the Services.]***

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

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

**DETERMINATION OF EXTENSION OF TIME CLAIM**

**Clause [*8.7/8.8*] of the Conditions of Subcontract**

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

*[Insert Milestone]*.

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

*[Insert period of time for extension]*.

*[OR]*

*[Option 2]* In accordance with clause 8.8 of the Conditions of Subcontract, the Date for Completion of the Milestone is to be extended. However, the extension to the relevant Date for Completion has been reduced by extent to which the Consultant:

(a) *[contributed to the delay; and/or]*

(b) *[failed to take all steps necessary both to preclude the cause of the delay and to avoid or minimise the consequences of the delay]*.

Accordingly, the Date for Completion is extended as follows:

*[Insert period of time for extension]*.

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

*[Insert reasons including by reference to the requirements of clause 8.7 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 Consultant’s written claim under clause 8.6 of the Conditions of Subcontract.]***

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

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

**UNILATERAL EXTENSION OF TIME**

**Clause 8.9 of the Conditions of Subcontract**

In accordance with clause 8.9 of the Conditions of Subcontract, the Contractor extends the Date for Completion of the following Milestone as follows:

*[Insert Milestone and period of time for extension]*.

*[Signature]*

Contractor

*[Insert date]*

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

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

**REQUEST FOR ACCELERATED DATE FOR COMPLETION**

**Clause 8.10 of the Conditions of Subcontract**

In accordance with clause 8.10 of the Conditions of Subcontract, the Contractor requires the Consultant to use its best endeavours to achieve the following Milestone by a date earlier than the Date for Completion (**Accelerated Date for Completion**) as follows:

*[Insert details of the Milestone and new date to achieve the Milestone].*

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

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

**NOTICE TO PROCEED WITH DELIVERY PHASE SERVICES**

**Clause 9.4(a) of the Conditions of Subcontract**

In accordance with clause 9.4(a) of the Conditions of Subcontract, the Contractor directs the Consultant to proceed with the Delivery Phase Services.

*[Signature]*

Contractor

*[Insert date]*

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

***The Contractor has absolute discretion whether to issue this notice directing the Consultant to proceed with the Delivery Phase Services, once the Consultant has signed and returned the Delivery Phase Agreement minutes to the Contractor’s Representative under clause 9.3(d).]***

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

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

**NOTICE TO NOT PROCEED WITH DELIVERY PHASE SERVICES**

**Clause 9.4(b) of the Conditions of Subcontract**

In accordance with clause 9.4(b) of the Conditions of Subcontract, the Contractor notifies the Consultant that the Consultant is not to proceed with the Delivery Phase Services.

*[Signature]*

Contractor

*[Insert date]*

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

***This notice can be given if:***

* + 1. ***various departmental, government, parliamentary and other approvals required for the MCC Works are not achieved:***
    2. ***clause 9.3(c) of the Conditions of Subcontract applies;***
    3. ***the Contractor is not satisfied that it will maximise value for money for the Commonwealth and the Contractor to proceed with the Consultant or is not satisfied with the Services provided by the Consultant; or***
    4. ***the Contractor has elected in its absolute discretion not to proceed.]***

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

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

**NOTICE TO EXTEND THE DATE FOR DELIVERY PHASE AGREEMENT**

**Clause 9.4(f) of the Conditions of Subcontract**

In accordance with clause 9.4(f) of the Conditions of Subcontract, the Contractor extends the Date for Delivery Phase Agreement to *[insert new Date for Delivery Phase Agreement]*.

*[Signature]*

Contractor

*[Insert date]*

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

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

**VARIATION PRICE REQUEST**

**Clause 10.1(a) of the Conditions of Subcontract**

In accordance with clause 10.1(a) of the Conditions of Subcontract, the Contractor’s Representative notifies the Consultant that the Contractor is considering the following Variation with respect to the Services:

*[Insert details of proposed Variation]*.

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

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

within 14 [*or longer period agreed by the Contractor’s Representative]* days 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 Consultant’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 Consultant with a period longer than 14 days to provide its written response, 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(b) of the Conditions of Subcontract**

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

The adjustment to the Fee to carry out the proposed Variation is *[insert adjustment]*.

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

*[Signature]*

Consultant

*[Insert date]*

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

***[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 Consultant is instructed to proceed with

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

*[OR]*

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

*[AND]*

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

*[OR]*

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

*[Signature]*

Contractor’s Representative

*[Insert date]*

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

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

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 11.14(e) of the Conditions of Subcontract**

In accordance with clause 11.14(e) of the Conditions of Subcontract, the Consultant requests the Contractor’s consent to

*[Option 1]* divulge

*[OR]*

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

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

Consultant

*[Insert date]*

***[Instructions to Consultant:***

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

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

***[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 11.14(e) of the Conditions of Subcontract**

The Contractor refers to the Consultant’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 VARIATION**

**Clause 14.1(a) of the Conditions of Subcontract**

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

In accordance with clause 14.1(a) of the Conditions of Subcontract, the Consultant notifies the Contractor’s Representative that it considers the direction constitutes or involves a Variation.

*[Signature]*

Consultant

*[Insert date]*

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

***This notice must be issued within 7 days of receiving the direction and before commencing services the subject matter of the direction. The Consultant must continue to carry out the Services in accordance with the Contract and all directions of the Contractor’s Representative, including any direction in respect of which notice has been given under clause 14.1 of the Conditions of Subcontract, as required by clause 14.1(c) of the Conditions of Subcontract.]***

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

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

**CLAIM FOR VARIATION**

**Clause 14.1(b) of the Conditions of Subcontract**

The Consultant 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 14.1(b) of the Conditions of Subcontract, the Consultant makes the following Claim:

*[The Claim must include the following:*

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

Consultant

*[Insert date]*

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

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

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

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

**INITIAL NOTICE OF CLAIM**

**Clauses 14.2 and 14.3(a) of the Conditions of Subcontract**

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

Consultant

*[Insert date]*

***[Instructions to Consultant 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 8.6 of the Conditions of Subcontract;***
2. ***payment under clause 11 of the Conditions of Subcontract of the original Fee specified in the Subcontract Particulars;***
3. ***a Variation instructed in accordance with clause 10.2 of the Conditions of Subcontract or to which clause 14.1 of the Conditions of Subcontract applies; or***
4. ***contribution or indemnity for loss or damage caused or contributed to by the negligence of the Contractor where a third party (other than a party for whom the Consultant is legally responsible) makes a claim (whether in tort, under statute or otherwise at law) against the Consultant]***

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

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

**NOTICE OF CLAIM**

**Clauses 14.2 and 14.3(b) of the Conditions of Subcontract**

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

In accordance with clauses 14.2 and 14.3(b) of the Conditions of Subcontract, the Consultant makes the following Claim:

*[The Claim must include the following:*

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

Consultant

*[Insert date]*

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

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

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

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

**NOTICE OF CONTINUING EVENTS**

**Clause 14.4 of the Conditions of Subcontract**

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

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

*[OR]*

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

In accordance with clause 14.4 of the Conditions of Subcontract, the Consultant gives the following information:

*[The information must include the following:*

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

Consultant

*[Insert date]*

*[****Instruction to Consultant:******Delete the Option which is inapplicable.***

***Instructions to Consultant and Contractor’s Representative:***

***Consultant must issue this notice every 28 days after a written Claim under clause 14.1(b) or 14.3(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 Contractor’s Representative]*

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

**NOTICE OF BREACH OF PRIVACY PRINCIPLES**

**Clause 16.5(c) of the Conditions of Subcontract**

Pursuant to clause 16.5(c) of the Conditions of Subcontract, the Consultant notifies the Commonwealth that it has

*[Option 1]* become aware that a breach of the obligations set out in clause 16.5(a) of the Conditions of Subcontract has been committed by the Consultant as follows:

*[insert details of the breach].*

*[OR]*

*[Option 2]* 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 3]* *[been approached by/been contacted by]*:

*[Option 3a]* the Federal Privacy Commissioner.

*[OR]*

*[Option 3b]* a person claiming that their privacy has been interfered with.

*[Signature]*

Consultant

*[insert date]*

***[Instructions to Consultant:***

***Delete the Options which are inapplicable. Options 3a and 3b are only applicable if Option 3 is chosen.]***

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

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

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

**Clause 16.10(a) of the Conditions of Subcontract**

Pursuant to clause 16.10(a) of the Conditions of Subcontract, the Consultant requests the MCC Contract Administrator’s approval to *[furnish the following information/issue the following document or other material]* concerning the Services or the MCC Works for publication in the media:

*[Insert details]*.

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***Clause 16.10 does not limit clause 18 (Information Security)]***

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

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

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

**Clause 16.10(a) of the Conditions of Subcontract**

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

In accordance with clause 16.10(a) of the Conditions of Subcontract, the MCC Contract Administrator

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

*[OR]*

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

*[Signature]*

MCC Contract Administrator

*[Insert date]*

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

***Delete the Option which is inapplicable. Clause 16.10 does not limit clause 18 (Information Security)]***