P80 – NOTICE TO RECTIFY DEFECTIVE WORK/MATERIAL

(Subclause 18.2)

DATE: [INSERT DATE OF NOTICE]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

The Contractor is referred to the Principal’s notice dated [INSERT DATE OF FORM P79] that work or material namely [IDENTIFY WORK OR MATERIALS WHICH DO NOT COMPLY WITH THE CONTRACT] does not comply with the Contract.

The Contractor is directed to:

|  |
| --- |
| [DELETE OR AMEND AS APPROPRIATE]  \* remove same from the site  \* demolish the work  \* reconstruct the work  \* replace the work  \* correct the work  \* not deliver the work to site |

The Contractor is to commence the [DELETE AS APPROPRIATE]\*removal / \*demolition / \*reconstruction / \*replacement / \*correction work by not later than [INSERT COMMENCEMENT DATE IF APPROPRIATE] and complete same by not later than [INSERT COMPLETION DATE IF APPROPRIATE].

|  |  |
| --- | --- |
| 1. Signed by the Principal: |  |
|  |  |
| 1. Signature |  |
|  |  |
| 1. Name |  |
|  |  |
| 1. Date |  |

|  |  |
| --- | --- |
| [REMOVE BEFORE SENDING] Notes: | |
| a) | If the Contractor fails to comply with this notice, the Principal has the right to issue (inter alia) Forms P80 and P81. |
| b) | The Principal under subclause 18.2 has the option to nominate start and completion dates, which should be reasonable in the circumstances. If the Principal is to exercise its rights in the form of Form P81, at least a commencement date or completion date must be stated in Form P80. Form P81 cannot be given unless and until the Contractor fails to comply with Form P80. |
| c) | The definition of work in clause 1 includes the provision of materials so subclause 18.2 applies to defective materials as well. |
| d) | The Principal may give this direction any time up to the end of the defects liability period. |
| e) | As to service of Form P80 refer to clause 4. |