P106 – PRINCIPAL’S DIRECTION FOR AN EXTENSION OF TIME (NO CLAIM MADE OR NO ENTITLEMENT)

(Subclause 20.3)

DATE: [INSERT DATE OF NOTICE]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

EOT No.: [INSERT IDENTIFICATION NUMBER OF CLAIM (IF ANY)]

[OPTION A – CONTRACTOR NOT ENTITLED TO AN EOT: PRINCIPAL TO DELETE THIS PARAGRAPH IF NOT APPLICABLE] The Principal refers to the Contractor’s claim for an EOT dated [INSERT DATE OF CONTRACTOR'S CLAIM AS PER FORM C103] and identified as EOT no. [INSERT IDENTIFICATION NUMBER OF CLAIM]. The Contractor is not entitled to an EOT as claimed for the following reasons:

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| --- |
| [INSERT REASONS WHY CONTRACTOR IS NOT ENTITLED TO AN EOT, INCLUDING IF ANY NON-COMPLIANCE WITH THE TIME-BAR] |

[OPTION B – CONTRACTOR HAS NOT CLAIMED AN EOT: PRINCIPAL TO DELETE THIS PARAGRAPH IF NOT APPLICABLE] The Contractor has not claimed an EOT in accordance with the provisions of the General Conditions of Contract, the Principal.

Notwithstanding this, the Principal directs an EOT of [INSERT NO. OF WORKING DAYS OF EOT GRANTED] working days for the following reasons:

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| --- |
| [INSERT DETAILS OF ASSESSMENT OF EOT AND REASONS FOR GRANTING THE EOT IN THE ABSENCE OF AN ENTITLEMENT TO AN EOT] |

The Date for Practical Completion is now [INSERT REVISED DATE FOR PRACTICAL COMPLETION].

Please provide an updated construction program accordingly.

No monetary compensation is payable to the Contractor in connection with this EOT, whether under Clause 20.6 of the General Conditions of Contract or otherwise.

The Contractor is reminded that it must comply strictly with the requirements of the General Conditions of Contract for the giving of notices and the making of claims. This direction for an EOT should not be taken by the Contractor as evidencing that strict compliance with the requirements for giving of notices and the making of claims is not required and does not constitute a waiver of the Principal’s rights or the Contractor’s obligations under the Contract.

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

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| [REMOVE BEFORE SENDING] Notes: | |
| a) | Use this form if (Option A) the Contractor has claimed an EOT but is not entitled to an EOT for some reason (such as non-compliance with a time-bar) or if (Option B) the Contractor has not claimed an EOT. |
| b) | The Principal may utilise the power to direct an EOT in appropriate circumstances even though the Contractor may not be entitled to or may not have claimed for an EOT as required by subclause 20.2. |
| c) | The power to direct such EOT is usually made when the Principal has delayed the Contractor and the Principal wishes to extend the date for practical completion so that there exists a valid date for practical completion from which to assess any liquidated damages that may be due by the Contractor. |
| d) | The Principal may exercise this power to direct such an EOT any time up to final certificate. |
| e) | As to service of Form S106 refer to clause 7. |
| f) | The Principal is not obliged to issue such a direction for the benefit of the Contractor. |
| g) | Care should be taken by the Principal to ensure that it does not in correspondence, conversation or by its conduct indicate represent to the Contractor that strict compliance with the requirements of the contract in relation to the giving of notices is not required. |