S106 – SUPERINTENDENT’S DIRECTION FOR AN EXTENSION OF TIME (NO CLAIM MADE)

(Subclause 34.5)

DATE: [INSERT DATE OF NOTICE]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

TO PURCHASER: [INSERT PURCHASER NAME]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

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

Despite the fact that the Contractor has not claimed an EOT in accordance with the provisions of the General Conditions of Contract, the Superintendent nevertheless directs an EOT of [INSERT NO. OF WORKING DAYS OF EOT GRANTED] working days, for the following reasons:

|  |
| --- |
| [INSERT DETAILS OF THE ASSESSMENT AND THE 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 subclause 34.9 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 Purchaser’s rights or the Contractor’s obligations under the Contract.

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| Signed by the Superintendent: | |
|  |  |
| Signature |  |
|  |  |
| Name |  |
|  |  |
| Date |  |
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| --- | --- |
| [REMOVE BEFORE SENDING] Notes: | |
| a) | Use this form if the Contractor has not claimed an EOT. |
| b) | The Superintendent 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 34.3. |
| c) | The power to direct such EOT is usually made when the Purchaser has delayed the Contractor and the Superintendent 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 Superintendent may exercise this power to direct such an EOT any time up to final certificate. See generally section 13.5 of Chapter 13 of the HB 140 Manual. |
| e) | As to service of Form S106 refer to clause 7. |
| f) | The Superintendent is not obliged to issue such a direction for the benefit of the Contractor. |
| g) | Care should be taken by the Superintendent to ensure that it does not in correspondence, conversation or by its conduct represent to the Contractor that strict compliance with the requirements of the contract in relation to the giving of notices is not required. |