P81 – NOTICE THAT PRINCIPAL PROPOSES TO HAVE DEFECTIVE WORK/MATERIALS RECTIFIED

(Subclause 18.2)

DATE: [INSERT DATE]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

PROJECT NAME: [INSERT PROJECT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

As the Contractor has failed to comply with the Principal’s direction dated [INSERT DATE OF FORM P80 NOTICE] to rectify as required the WORK/MATERIALS identified in that notice by the date(s) specified, the Principal, at the expiration of 5 days after service of this notice on the Contractor, intends to have such WORK/MATERIALS so rectified by others at the Contractor’s cost.

In that event the Principal will certify the cost incurred by the Principal as moneys due from the Contractor to the Principal.

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

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| [REMOVE BEFORE SENDING] Notes: | |
| a) | If the Contractor fails to comply with the notice given under Form P80, the Principal has the right to issue (inter alia) Forms P81. |
| b) | The Principal under subclause 18.2 has the option to nominate start and completion dates. 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 P81 refer to clause 4. |