***Use of this Table****: This table is not a contract document. It is an opinion as to the effect of some of the clauses of the Contract (Construct Only: Standard Risk and Design and Construct: Standard Risk and Supply with Installation). It is not an exhaustive table of all administrative or notice requirements in the Contract, and it may not reflect subsequent amendments to the contract made after the date on which this Table was prepared. Parties should use this table as an indicative guide only and should refer to and rely on the provisions of the construction contract in relation to the requirements noted in this table, and other administrative requirements.*

| **Subject** | **Clause** | **Form No.** | **Name of Notice** | **Notice to be given by:** | **Notice to be given to:** | **When Notice to be Given** | **Comments** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Provisional Sums | 3 | S7 | Direction to effect provisional work | Superintendent | Contractor | No time stated.  At any time prior to the date of practical completion. | Note that provisional sums, when ordered, will be treated as variations. If a different outcome is intended, then the General Specification or price schedule should clearly detail how particular items will be valued. Note that terms such as “if ordered” and “as directed” and similar terms are not allocated a particular meaning in the template documents so, if they are used, the intended effect of such terms should be clearly stated in the General Specification or Price Schedule. |
| Separable Portions | 4 | S9 | Direction as to separable portions | Superintendent | Contractor and Principal | No time stated.  At any time prior to the date of practical completion. | Note that the whole of the works must be included in separable portions. |
| Documents – Suitability and Discrepancies | 8.1 | PC23 | Notice of inconsistency, ambiguity or discrepancy | Contractor or Principal (as the case may be) | Superintendent and Principal or Contractor (as the case may be) | Promptly after the inconsistency, ambiguity, discrepancy, etc. is discovered. | This notice is to be given by the party who discovers the inconsistency, ambiguity, discrepancy, etc. in or between any document prepared for the purpose of carrying out WUC. |
|  | 8.1 | C24A | Contractor’s notice of a compensable direction | Contractor | Superintendent and Principal | Within 5 business days after the Superintendent issues a direction as to discrepancy. |  |
|  | 8.1 and 41.1 | C24 | Contractor’s claim for cost incurred due to resolution of an inconsistency, etc. in documents | Contractor | Superintendent and Principal | Promptly after the Contractor discovers any inconsistency, ambiguity or discrepancy in or between any document prepared for the purpose of carrying out WUC. |  |
|  | 8.3 | S28 | Superintendent’s response whether documents are suitable | Superintendent | Contractor | Within the time specified in Item 16 (Construct Only) or Item 18 (D&C) or Item 17 (Supply with Installation) after the documents are provided by the Contractor. | Failing to give this notice within the timeframes may constitute both a Qualifying Cause of Delay (entitling the Contractor to an EOT) and a Compensable Cause (entitling the Contractor to delay costs under subclause 34.9). |
| Subcontracting | 9.2 | S34 | Approval to subcontract | Superintendent | Contractor | Within 10 business days of the Contractor’s request for approval to subcontract. |  |
| 9.2 | C32 | Request for approval to subcontract | Contractor | Superintendent | Where the Contractor wishes to subcontract any work described in Item 17 (Construct Only) or Item 18 (Supply with Installation) or Item 19 (D&C). |  |
| 9.2 | C33 | Request to secondary subcontract | Contractor | Superintendent | Where the Contractor’s subcontractor wishes to further subcontract any work described in Item 17 (Construct Only) or Item 18 (Supply with Installation) or Item 19 (D&C). |  |
| 9.2 | S35 | Refusal to approve subcontracting | Superintendent | Contractor | Within 10 business days of the Contractor’s request for approval to subcontract. |  |
| Legislative obligations- inconsistency, ambiguity or discrepancy | 11.1 | C41 | Notice that a legislative requirement is at variance with the Contract | Contractor | Superintendent | Within 5 business days of the Contractor becoming aware that a legislative requirement is at variance with the Contract. |  |
|  | 11A.6 | C42A | Notice of inconsistency, ambiguity or discrepancy in Contractor’s obligations | Contractor | Superintendent | Promptly after becoming aware of the inconsistency, ambiguity or discrepancy. |  |
| Work Health and Safety | 12A.4 | P58B | Direction to provide WHS Documentation | Principal | Contractor | At any time prior to completion of WUC. | This notice allows the Principal to direct the Contractor as to what safety documentation it requires. |
| Representatives | 21 | S53 | Notice of appointment, termination or change of Superintendent's Representative | Superintendent | Contractor | Notice of appointment or change to be given before the newly appointed Superintendent's Representative exercises any functions of the Superintendent. The notice can also be used to notify the Contractor of the termination of the appointment of a Superintendent’s Representative. A notice of termination should be given immediately on that person no longer having the role of Superintendent’s Representative, to avoid confusion as to that person’s authority. | Only the Superintendent and the Superintendent's Representative are entitled to give directions under the Contract. Accordingly, clear delegations should be in place. |
|  | 22 | C55 | Notice of Appointment of Contractor's Representative | Contractor | Superintendent | Forthwith before commencing work under the Contract and at any time a change is made. | Directions given to the Contractor's Representative are deemed to have been given to the Contractor. |
| Personnel | 23 | S57 | Notice to remove employee etc | Superintendent | Contractor | At any time prior to completion of WUC. |  |
|  | 23A | C57A | Request for approval to change key personnel | Contractor | Superintendent | Where the Contractor wishes to change a key person. |  |
| 23A | S57B | Approval or rejection of change in personnel | Superintendent | Contractor | When the Contractor requests a change in a key person. | The Superintendent must not unreasonably refuse or delay approval of a replacement person that is of equal or greater skill, experience and competency to the person being replaced. |
| 23A | S57C | Approval or rejection of replacement personnel | Superintendent | Contractor | When the Contractor requires approval of a person to replace a person that has been removed under 23A. The notice can also be used to request approval of a replacement key person where a change of key personnel has previously been approved but the replacement person has not. |  |
| Site access and possession | 24.1 | P58AA | Notice of requirements for access to or possession of site | Principal | Contractor | Optional notice which may be given before the time for giving possession of the Site in Annexure Part A expires. | This notice is not required. It is intended to specifically draw the Contractor’s attention to the requirements of the Contract (primarily the General Specification which sets out the requirements). The notice must align with the requirements stated in the General Specification. |
| 24.1 | P58AB | Notice giving access to the site | Principal | Contractor | Only to be given where Contract requires Contractor to carry out Design Work.  At any time prior to the date when access to the Site will be available to the Contractor. | Only to be given where Contract requires Contractor to carry out Design Work.  Access must be given by the later of the time stated in Item 26(b) (D&C) and the time at which the requirements in the amended clause 24 have been satisfied. If access is not given by this time, the Contractor may be entitled to an EOT under clause 34 and Delay Costs under clause 34.9. |
| 24.1 | P58 | Notice giving possession of the Site | Principal | Contractor | As soon as the date on which possession of the Site is to be given is known. | Possession must be given by the later of the time stated in Item 22 (Construct Only) or Item 26(b) (D&C) or Item 24 (Supply with Installation) and the time at which the requirements in the amended clause 24 have been satisfied. If possession is not given by this time, the Contractor may be entitled to an EOT under clause 34 and Delay Costs under subclause 34.9.  If the Principal fails to give possession for longer than the time stated in Item 31 (Construct Only) or Item 36(b) (D&C) or Item 34 (Supply with Installation) the Principal will be in substantial breach of the Contract. |
| 24.1 | P58A | Notice of failure to comply with requirements for access to or possession of site | Principal | Contractor | If the Contractor has failed to provide all of the information and documentation or do all of the things required by clause 24.1 and the Principal wishes to withhold possession of the Site. |
| Latent Conditions | 25.2 | C62 | Notice of a Latent Condition | Contractor | Superintendent | Upon becoming aware of a latent condition, and where possible, before the latent condition is disturbed. | The Contractor is not entitled to payment for any additional work carried out, additional constructional plant used or extra costs incurred more than 5 business days prior to giving this notice. |
|  | 25.2 | S63 | Request for Details of Latent Condition | Superintendent | Contractor | Upon receiving notice of a latent condition if further information is required regarding the costs of dealing with the latent condition or the effect it may have on practical completion. |  |
|  | 25.2 | C64 | Statement of Details of Latent Condition | Contractor | Superintendent | As soon as practicable after a request by the Superintendent to provide a statement. | Failure to provide this notice will not bar the Contractor's claim. |
| Cleaning up | 27 | S74 | Notice to remove temporary works or construction plant | Superintendent | Contractor | After the Contractor has failed to remove temporary works and/or construction plant within 10 business days after the date of practical completion (or such other time as the Superintendent has allowed). | Note that the Principal may only remove construction plant or temporary works itself (or engage others to do so) after notice S74 has been given, 5 business days have elapsed and the Contractor has failed to comply with the notice. |
| Defective material or work | 29.3 | S79 | Notice of defective work or materials | Superintendent | Contractor | As soon as practicable after discovering work done does not comply with the Contract. | Note that notices S79, S80 and S81 must be given before the Principal has the right to have defective work rectified by others at the Contractor’s expense. If the contractual procedures are not followed, the Principal may lose its right to recover the cost of rectifying defects. |
| 29.3 | C79A | Contractor’s notice of defective work or materials | Contractor | Superintendent | Promptly after discovery by the Contractor of work done that does not comply with the Contract. |
| 29.3 | S80 | Direction to rectify defective work or materials | Superintendent | Contractor | As soon as practicable after discovering work done does not comply with the Contract. |
|  | 29.3 | S81 | Notice that the Principal proposes to have defective work or materials rectified | Superintendent | Contractor | Only after the conditions in subclause 29.3 have been satisfied. |
|  | 29.4 | S82 | Notice of acceptance of defective work or materials | Superintendent | Contractor | Promptly after the Principal determines that it will accept the work or materials. |  |
| Programming | 32 | C92A | Notice of Additional Cost Due to Program Change | Contractor | Superintendent | Promptly after the Contractor carries out the Superintendent’s direction given under this clause 32. |  |
| Time and Progress | 34.2 | C102 | Notice of Potential Delay | Contractor | Superintendent and Principal | When it becomes evident to the Contractor that anything may cause delay to work under the Contract. |  |
|  | 34.2 | P102 | Notice of Potential Delay | Principal | Superintendent and Contractor | When it becomes evident to the Principal that anything may cause delay to work under the Contract. |  |
| 34.3 | C103 | Contractor’s claim for EOT | Contractor | Superintendent | 10 business days after the Contractor should reasonably have become aware of the causation of delay.\*  \*Note that this is the commencement of the delay, not the end of the delay | Note: If this notice is not given within this timeframe, the Contractor will not be entitled to an extension of time. |
| 34.3 | C104 | Contractor’s notice of further claim for EOT | Contractor | Superintendent | Promptly upon further delay occurring. |  |
|  | 34.5 | S105 | Superintendent’s direction for an EOT (short form or handbook version) | Superintendent | Contractor and Principal | When claim is to be granted (either in full, or partially).  Within 20 business days after receiving the Contractor’s claim for an extension of time (C103 or C104). | Note there are 2 versions of this notice.  Only use this form if the Contractor is entitled to the EOT (i.e. do not use where Contractor is not entitled to an EOT but one is being granted anyway). If an EOT is to be granted where the Contractor is not entitled to the EOT, use S106. If the wrong form is used, time-bars could be inadvertently waived. |
|  | 34.5 | S106 | Superintendent’s direction for an EOT (no claim made) | Superintendent | Contractor and Principal | Any time before issuing the final certificate.  When an EOT is to be granted notwithstanding that the Contractor has not claimed an EOT. | Use this form when the Contractor has not claimed an EOT but the Superintendent intends to grant an EOT anyway. This should be used only at the direction of the Principal. Care must be taken to ensure that the granting of the EOT does not constitute a waiver of the Principal’s rights under the Contract. |
|  | 34.5 | S106 | Superintendent’s direction for an EOT (no entitlement) | Superintendent | Contractor and Principal | When an EOT is to be granted notwithstanding that the Contractor is not entitled to an EOT.  Within 20 business days after receiving the Contractor’s claim for an extension of time (C103 or C104). | Use this form when the Contractor is not entitled to an EOT but the Superintendent intends to grant an EOT anyway. This should be used only at the direction of the Principal. Care must be taken to ensure that the granting of the EOT does not constitute a waiver of the Principal’s rights under the Contract. |
|  | 34.5 | S106A | Superintendent’s Rejection of EOT | Superintendent | Contractor and Principal | When EOT is to be rejected.  Within 20 business days after receiving the Contractor’s claim for an extension of time (C103 or C104). |  |
|  | 34.6 | C108 | Request to issue certificate of practical completion | Contractor | Superintendent | When the Contractor is of the opinion that Practical Completion has been reached. | In addition to this notice, the Contractor must give the Superintendent at least 10 business days written notice of the date on which it anticipates that practical completion will be reached. |
|  | 34.6 | S109 | Certificate of Practical Completion | Superintendent | Contractor and Principal | Within 14 days of receiving the Contractor’s form C108  Otherwise, if no request for the issue of a certificate of practical completion is made, when the Superintendent is of the opinion that Practical Completion has been reached. | The Superintendent must issue either a form S109 or S110 within 14 days after receiving the Contractor’s request to issue Certificate of Practical Completion or the Principal will be in substantial breach of the Contract. |
|  | 34.6 | S110 | Notice that Practical Completion has not been reached | Superintendent | Contractor and Principal | Within 14 days of receiving the Contractor’s form C108 |
|  | 34.7 | S111 | Certificate that liquidated damages are due and payable | Superintendent | Contractor and Principal | After the Date for Practical Completion if the Contractor has not yet reached Practical Completion | The Superintendent must also certify the liquidated damages in a certificate under subclause 37.2 |
| Delay Costs | 34.9 and 41.1 | C114 | Contractor’s claim for delay costs | Contractor | Superintendent and Principal | Within 45 Business Days of being notified that the extension of time to which the claim relates has been granted. | Note: If the claim is not given within this timeframe, the Contractor will not be entitled to delay costs. |
| Defects Liability | 35 | S116 | Notice to rectify defects existing at practical completion | Superintendent | Contractor | This form is not required but may be given as a reminder to the Contractor prior to issuing a Form S117. |  |
|  | 35 | S117 | Notice to rectify defects during defects liability period (long form) | Superintendent | Contractor | At any time during the defects liability period. | The Principal cannot recover the costs which it incurs in rectifying defects from the Contractor unless it has first given this notice and waited the requisite time. |
| Variations | 36.1 | S118 | Variation Direction (No quotation or estimate) | Superintendent | Contractor | Any time before the date of practical completion. | Use this form to direct a variation without an estimate or quotation being sought. |
| 36.1 | S118A | Direction in relation to Variation – (Quotation provided) | Superintendent | Contractor | Promptly after receiving the Contractor’s quotation. | Use this form to direct a variation after a quotation has been requested and received |
| 36.1 | S118B | Direction in relation to Variation (Estimate Provided) | Superintendent | Contractor | Promptly after receiving the Contractor’s estimate. | Use this form to direct a variation after an estimate has been requested and received. Note that an estimate is not binding, and the variation will need to be valued under subclause 36.4. |
| 36.1 | S118C | Superintendent’s response to a notice of Informal Variation | Superintendent | Contractor | Promptly after receiving the Contractor’s Form C124A | Use this form where the Contractor has given a notice of an informal variation direction (Form C124A) |
| 36.2 | S119 | Notice of Proposed Variation | Superintendent | Contractor | Prior to directing a variation to the work under the Contract, when the Principal/Superintendent require an estimate of the time and cost of a proposed variation. | Note, that the Contractor is only required to provide an estimate, not a binding quotation. If the Principal/Superintendent require a binding quotation, then a form S121 should be used. |
| 36.2 | C119A | Contractor’s notice of proposed variation | Contractor | Superintendent | Prior to the Contractor carrying out the variation. | This notice is to be used when the Contractor identifies a variation which it considers will benefit the Principal (and for which the Contractor wishes to claim additional costs and/or an EOT) rather than a variation for its convenience. |
|  | 36.2 | C120 | Variation estimate | Contractor | Superintendent | As soon as practicable after receiving a S119. | Note that an estimate is not binding, and the variation will need to be valued under subclause 36.4. |
|  | 36.2 | S121 | Direction for a detailed quotation | Superintendent | Contractor | Prior to directing a variation, if the Superintendent/Principal wish to agree a price with the Contractor prior to the variation work being undertaken. | Note, that the Contractor is required to provide a binding quotation, rather than an estimate. If the Principal/Superintendent only require an estimate, then a form S119 should be used. |
|  | 36.2 | C122 | Variation quotation | Contractor | Superintendent | No time stated in the Contract. Promptly after receiving a S121. | If a quotation is accepted, this will be the agreed price for the variation pursuant to clause 36.4. |
|  | 36.3 | C123 | Request for variation for Contractor’s own convenience | Contractor | Superintendent | Prior to the Contractor carrying out the variation. | Note: The Contractor is not entitled to payment for a variation for its convenience or an extension of time unless the variation is approved and the direction states otherwise. |
|  | 36.3 | S124 | Direction concerning variation for the convenience of the Contractor | Superintendent | Contractor | No time stated in the Contract. Promptly after receiving a request from the Contractor for a variation for the Contractor’s convenience. | Note: The Superintendent is not obliged to approve a variation requested by the Contractor, and any approval may be conditional. |
|  | 36.4 | C124A | Contractor’s notice of informal variation direction | Contractor | Superintendent and Principal | Within 5 business days after receiving a direction for a variation which does not expressly state in writing that it is a direction for a variation | Failure to give this notice will bar the Contractor's Claim for a variation. |
| Payment | 37.1 | C125A  Annexure Part I of AS4000-1997 Construct Only or  Annexure Part J of AS4902-2000 Design and Construct or Annexure Part I of Supply with Installation | Contractor’s Statutory Declaration under Clause 37 | Contractor | Superintendent | With each progress claim. | Note that the provision of the statutory declaration is not stated in the contract to be a pre-condition to the Contractor’s entitlement to payment.  The Superintendent may request any other documentary evidence reasonably required to verify the information provided in the statutory direction. |
| 37.2 | S127 | Progress Certificate | Superintendent | Principal and Contractor | Within 15 business days after receiving the Contractor’s progress claim. | This form will also constitute a payment schedule under the security of payments legislation if no separate payment schedule is issued by the Principal. If this certificate is not issued and the Principal does not separately issue a payment schedule within 15 business days after receiving the Contractor’s progress claim, then the Principal will become liable for the full amount of the claim. |
|  | 37.2 | S129 | Progress Certificate (where Contractor has not claimed) | Superintendent | Principal and Contractor | After the reference date if the Contractor fails to submit a progress claim. | Note that issuing this progress certificate does not bar the Contractor from making a payment claim after the progress certificate is issued. Issuing this progress certificate is simply a method of being able to certify amounts for items that have arisen during the month (such as variations, liquidated damages etc). |
|  | 37.2 | N/A | Tax invoice | Contractor | Principal | Within 5 business days of receipt of the Superintendent’s progress certificate | The Principal is not entitled to withhold payment on the basis that the Contractor has not provided a tax invoice. Note that under the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), an invoice is likely to constitute a payment claim. As such, if an invoice is issued for an amount greater than the Principal intends to pay, a payment schedule under the Act must be issued. |
|  | 37.4 | S134 | Final Certificate | Superintendent | Principal and Contractor | Within 15 Business Days after receiving the Contractor’s final progress claim. | This form will also constitute a payment schedule under the security of payments legislation if no separate payment schedule is issued by the Principal. If this certificate is not issued and the Principal does not separately issue a payment schedule within 15 business days after receiving the Contractor’s final payment claim, then the Principal, then the Principal will become liable for the full amount of the claim. |
|  | 37.4 | S134A | Final Certificate (no final progress claim) | Superintendent | Principal and Contractor | No earlier than 28 days but no later than 42 days after the end of the last defects liability period if the Contractor has not provided its final progress claim. | This form will also constitute a payment schedule under the security of payments legislation if no separate payment schedule is issued by the Principal. |
| Default | 39.4 | P138 | Principal’s Notice to Show Cause | Principal | Contractor | - | Terminating a construction contract, and even issuing a notice to show cause, is inherently risky and should only be done with appropriate legal advice.  For this reason, the procurement and contract templates do not include a P138 – Principal’s notice to show cause.  You should seek legal advice from your preferred legal advisor prior to issuing a notice to show cause or taking steps to terminate a contract. |