S80 – NOTICE TO RECTIFY DEFECTIVE WORK/MATERIAL

(Subclause 29.3)

DATE: [INSERT DATE OF NOTICE]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

The Contractor is notified that the Superintendent has become aware that the following work or material namely [IDENTIFY WORK OR MATERIALS WHICH DO NOT COMPLY WITH THE CONTRACT] does not comply with the Contract because:

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| [PROVIDE FULL PARTICULARS OF THE REASON WHY THE WORK/MATERIALS DOES NOT COMPLY WITH THE CONTRACT INCLUDING INFORMATION OR DOCUMENTS (SUCH AS PHOTOGRAPHS) IF NECESSARY] |

The Contractor is directed to:

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| [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].

The Contractor is advised that until the rectification work is complete, the Superintendent shall certify the estimated cost of such work as a deduction from the amounts otherwise payable to the Contractor under the Contract.

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| Signed by the Superintendent: | |
|  |  |
| Signature |  |
|  |  |
| Name |  |
|  |  |
| Date |  |

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| [REMOVE BEFORE SENDING] Notes: | |
| a) | If the Contractor fails to comply with this notice, the Superintendent has the right to issue (inter alia) Form S81. |
| b) | The Superintendent under subclause 29.3 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 S81, at least a commencement date or completion date must be stated in Form S80. Form S81 cannot be given unless and until the Contractor fails to comply with Form S80. |
| c) | The definition of work in clause 1 includes the provision of materials so subclause 29.3 also applies to defective materials. |
| d) | The Superintendent may give this direction any time up to the end of the last defects liability period (see subclause 29.5). |
| e) | For further guidance see the notes to subclause 29.3 in section 12.14 of Chapter 12 of the HB 140 Manual. As to service of Form S80 refer to clause 7. |