S127 – PROGRESS CERTIFICATE

(Subclause 37.2)

DATE: [INSERT DATE OF NOTICE]

TO PURCHASER: [INSERT PURCHASER NAME]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

PROGRESS CERTIFICATE NO. [INSERT RELEVANT NUMBER OF THIS CERTIFICATE]

In respect of Contractor’s Progress Claim No. [INSERT RELEVANT NO. OF CONTRACTOR'S PROGRESS CLAIM] received on [INSERT DATE CLAIM RECEIVED] (**Progress Claim**) claiming the sum of $[INSERT AMOUNT OF CONTRACTOR'S CLAIM] (excluding GST), the Superintendent hereby certifies the amount due to the [INSERT 'CONTRACTOR' OR 'PURCHASER' AS APPROPRIATE] is $[INSERT AMOUNT OF CERTIFICATE] (excluding GST), assessed as follows:

|  |  |  | DESCRIPTION |  | AMOUNT  (EXCLUDING GST) |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| Claimable Amount |  |  | Assessment of value of WUC done to date |  | $[INSERT AMOUNT WHICH IN THE SUPERINTENDENT'S OPINION IS THE VALUE OF WUC DONE TO THE APPROPRIATE DATE INSERTED IN THE SECOND LINE OF ITEM 28(a)] |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | PLUS |  | Other moneys due by the Purchaser to Contractor and not included in previous Progress Certificates |  | $[INSERT AMOUNT OF OTHER MONEYS DUE BY THE PURCHASER] |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Required Deductions | LESS |  | Amounts paid previously under the Contract |  | $[INSERT THE AMOUNT PREVIOUSLY PAID BY PURCHASER UNDER THE CONTRACT] |
|  |  |  |  |  |  |
|  | LESS |  | Retention moneys to be deducted pursuant to Item 13 |  | $[INSERT AMOUNT OF RETENTION. IF NOT APPLICABLE, INSERT 'NIL'] |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | LESS |  | Other amounts due from the Contractor to the Purchaser in connection with the Contract |  | $[INSERT OTHER AMOUNTS DUE FROM CONTRACTOR TO THE PURCHASER WHETHER OR NOT IN CONNECTION WITH THE CONTRACT. IF NOT APPLICABLE, INSERT NIL] |
|  |  |  |  |  |  |
|  |  |  |  |  | |
|  | LESS |  | Amounts due from the Contractor to the Purchaser otherwise than in connection with the Contract | $[INSERT OTHER AMOUNTS DUE FROM CONTRACTOR TO THE PURCHASER IN CONNECTION WITH THE CONTRACT. IF NOT APPLICABLE, INSERT NIL] | |
|  |  |  |  |  | |
|  |  |  |  |  |  |
|  | LESS |  | The estimated cost to the Purchaser of having any work of removal, demolition, replacement, correction or rectification the subject of a direction pursuant to subclause 29.3 or clause 35 carried out by a third party |  | $[INSERT VALUE OF ANY WORK WHICH IS REQUIRED TO BE TESTED FOR WHICH THESE CONDITIONS HAVE NOT BEEN MET. IF NOT APPLICABLE, INSERT NIL] |
|  |  |  |  |  |
|  | LESS |  | Amounts in respect of work which is required by the Contract to be tested and for which any of the following conditions have not been met:   * all required tests have been completed; * the results of the tests do not reveal a failure of the Contractor to comply with the Contract; and * the Contractor has made good WUC and provided the results of the tests to the Superintendent and to the *Purchaser* in accordance with subclause 30.6. |  | $[INSERT ESTIMATED COST OF DEFECT WORK WHICH HAS NOT BEEN COMPLETED BY CONTRACTOR AND FOR WHICH PURCHASER HAS NOT INCURRED COST. IF NOT APPLICABLE, INSERT NIL] |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  | **SUBTOTAL** |  | $[INSERT SUBTOTAL EXCLUDING GST. IF A NEGATIVE AMOUNT, WRITE THIS AS ($AMOUNT)] |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  | **GST** |  | $[INSERT AMOUNT OF GST. IF A NEGATIVE AMOUNT, WRITE THIS AS ($AMOUNT)] |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  | **\*TOTAL (INCLUDING GST)** |  | $[INSERT TOTAL INCLUDING GST. IF A NEGATIVE AMOUNT, WRITE THIS AS ($AMOUNT)] |
|  |  |  |  |  |  |

***\* If there is a difference between the amount of the Contractor’s Progress Claim and this Progress Certificate*** ***then the reasons for that difference between are stated in the attached schedule.***

*Nb// Unless the Purchaser itself issues a payment schedule which complies with the requirements of the Building Industry Fairness (Security of Payment) Act 2017 Qld within the timeframes permitted under that legislation, this certificate shall be deemed to be the Purchaser's payment schedule. If the certificate certifies that an amount is due to the Contractor, then that amount is taken to be the amount which the Purchaser proposes to pay. If the certificate certifies that an amount is due to the Purchaser, then the amount which the Purchaser proposes to pay is taken to be nil.*

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

|  |  |  |  |
| --- | --- | --- | --- |
| CLAIM ITEM NO. | CLAIMED AMOUNT | CERTIFIED AMOUNT | REASONS FOR DIFFERENCE (ATTACH FURTHER DOCUMENTARY EVIDENCE WHERE REQUIRED) |
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| [REMOVE BEFORE SENDING] Notes: | |
| a) | This Certificate complies with the requirements of subclause 37.2 as amended by Annexure Part B. It reflects all of the amounts which the Superintendent is required to include and deduct in its certificate. |
| b) | The Superintendent is required to issue this Progress Certificate within 15 business days of receipt of the Contractor’s payment claim. |
| c) | The Purchaser is obliged to pay the Progress Certificate within 15 business days (if the Contract is a building contract), or otherwise 25 business days, after the Superintendent receives the Contractor’s Progress Claim. |
| d) | If there is a difference between the amount claimed and the amount certified, the reasons for that difference are to be stated in Schedule 1. If there is no difference, then Schedule 1 can be deleted. |
| e) | If the net balance is payable by the Contractor to the Purchaser, the Contractor must pay the net balance within 15 Business Days after receiving written notice of the net balance payable. |
| f) | As to service of this Form S127, refer to clause 7. |