***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 – Minor Works (with or without design). 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. Note that the guidance notes included in the forms provided with this table should be deleted prior to issuing.*

| **Subject** | **Clause** | **Form No.** | **Name of Notice** | **Notice to be given by:** | **Notice to be given to:** | **When Notice to be Given** | **Comments** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Discrepancies | 5 & 26.1 | C24 | Contractor’s claim for cost incurred due to resolution of an inconsistency, etc. in documents | Contractor | Principal | No time stated.  As soon as practicable after the Contractor discovers inconsistency, ambiguity or discrepancy in or between any document prepared for the purpose of carrying out the works. |  |
| Work Health and Safety | 8A.4 | P58A | 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 | 16 | P53 | Notice of Appointment or Change of Principal’s Representative | Principal | Contractor | Before the appointed Principal's Representative exercises any functions of the Principal. The notice can also be used to notify the Contractor of the termination of the appointment of a Principal’s Representative. |  |
|  | 16 | C55 | Notice of Appointment of Contractor's Representative | Contractor | Principal | Before commencing work under the Contract or at any time a change is made. |  |
| Site Possession | 17 | 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 prior to the time stated in Item 10, or the Contractor may be entitled to an EOT under clause 20.2 and delay damages under clause 20.6. |
| Defective material or work | 18.2 | P79 | Notice of defective work or materials | Principal | Contractor | As soon as practicable after discovering work done does not comply with the Contract. |  |
|  | 18.2 | P80 | Notice to rectify defective work or materials | Principal | Contractor | If the work the subject of the Form P79 Notice has not been rectified by the Contractor. |  |
|  | 18.2 | P81 | Notice that the Principal proposes to have defective work or materials rectified | Principal | Contractor | Only after the conditions in subclause 18.2 have been satisfied. | If the contractual procedures are not followed, the Principal may lose its right to recover the cost of rectifying defects. |
| Time and Progress | 20.1 | C102 | Notice of delay | Contractor | Principal | When it becomes evident to the Contractor that there is a delay to the work under the Contract. | Note: Failure to give this notice does not act as a time-bar to the EOT Claim. |
| 20.1 | P102 | Notice of delay | Principal | Contractor | When it becomes evident to the Principal that there is a delay to the work under the Contract. |  |
| 20.2 | C103 | Claim for an EOT | Contractor | Principal | Within 28 days of when the Contractor should have 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. |
| 20.3 | P105 | Principal’s direction for an EOT (short form) | Principal | Contractor | When claim is to be granted (either in full, or partially).  Within 28 days after receiving the Contractor’s claim for an extension of time (C103). | Only use this form if the Contractor is entitled to the EOT (i.e. is not time-barred). If Contractor not entitled, use P106. If you use the wrong form, time-bars could be inadvertently waived.  If you fail to give this notice within the time required, there shall be a deemed assessment and direction for an EOT as claimed. |
|  | 20.3 | P106 | Principal’s direction for an EOT (no claim made or no entitlement) | Principal | Contractor | Any time before issuing the final certificate.  Where an EOT claim has been made, within 28 days after receiving the Contractor’s claim for an extension of time (C103).  Otherwise at any time 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; or * has claimed, but is not entitled to an EOT,   but Principal intends to grant an EOT anyway. 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. |
|  | 20.3 | P106A | Principal’s Rejection of an EOT | Principal | Contractor | When EOT is to be rejected.  Within 28 days after receiving the Contractor’s claim for an extension of time (C103). |  |
|  | 20.4 | C108 | Request to Issue Certificate of Practical Completion | Contractor | Principal | When the Contractor is of the opinion that Practical Completion has been reached. |  |
|  | 20.4 | P109 | Certificate of Practical Completion | Principal | Contractor | Within 14 days of receiving the Contractor’s request for the issue of a certificate of practical completion.  Otherwise, if no request for the issue of a certificate of practical completion is made, when the Principal is of the opinion that Practical Completion has been reached. | The Principal must issue either a form P109 or P110 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.  If the Contractor does not request the Principal to issue a Certificate of Practical Completion, the Principal may nevertheless do so if it is of the opinion that Practical Completion has been reached. Use Form P109 and remove the first paragraph. |
|  | 20.4 | P110 | Notice that Practical Completion has not been reached | Principal | Contractor | Within 14 days of receiving the Contractor’s form request for the issue of a certificate of practical completion. | The Principal must issue either a form P109 or P110 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. |
|  | 20.5 | P111 | Certificate that liquidated damages are due and payable | Principal | Contractor | After the Date for Practical Completion if the Contractor has not yet reached Practical Completion. | The Principal may also certify the liquidated damages in a certificate under subclause 23.2. |
| Delay Damages | 20.6 & 26.1 | C114 | Contractor’s claim for delay damages | Contractor | Principal | As soon as practicable after the Contractor becomes aware of the claim for delay damages. |  |
| Defects Liability | 21 | P116 | Notice to rectify defects existing at practical completion | Principal | Contractor | This form is not required but may be given as a reminder to the Contractor prior to issuing a Form P117. |  |
|  | 21 | P117 | Notice to rectify defects during defects liability period (short form) | Principal | 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 | 22.1 | P118 | Variation Direction | Principal | Contractor | Any time before the date of practical completion. |  |
| Payment | 23.1 | C125A Annexure Part E of AS4906-2002 Minor Works | Contractor’s Statutory Declaration under Clause 23 | Contractor | Principal | 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. |
|  | 23.2 | P127 | Progress Certificate | Principal | Contractor | Within 15 business days after receiving the Contractor’s payment 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. |
|  | 23.2 | N/A | Tax invoice | Contractor | Principal | Within 5 business days of receipt of the Principal’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. |
|  | 23.3 | P134 | Final Certificate | Principal | Contractor | Within 15 business days after receipt of the Contractor’s final payment 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 | 25.3 | 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. |