P135 – Principal’s election as to other moneys due

(Subclause 37.6)

DATE: [INSERT DATE OF NOTICE]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

TO SUPERINTENDENT: [INSERT SUPERINTENDENT NAME]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

The Principal notifies the Superintendent and the Contractor that the Contractor is indebted to the Principal for the sum of $[INSERT AMOUNT] being moneys due and owing otherwise than in connection with the subject matter of the Contract, namely:

|  |
| --- |
| [PROVIDE FULL DETAILS THE AMOUNT OWED AND REASONS] |

and the Principal now elects to treat such moneys as due pursuant to this Contract.

[OPTION A - PRINCIPAL TO DELETE THIS PARAGRAPH IF NOT APPLICABLE] The Principal requests the Superintendent to include such sum of $[INSERT AMOUNT] in the next certificate to be issued by the Superintendent under subclause 37.2(b).

[OPTION B - PRINCIPAL TO DELETE THIS PARAGRAPH IF NOT APPLICABLE] The Principal demands payment from the Contractor of the said sum of $[INSERT AMOUNT] within 5 days and the Principal also now gives notice of its intention to have recourse to the Contractor’s security if the said sum is not paid within 5 days of the date of service of this notice.

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

|  |  |
| --- | --- |
| [REMOVE BEFORE SENDING] Notes: | |
| a) | The Principal retains the right to treat as money due and payable under the Contract, moneys due (and obviously unpaid) by the Contractor otherwise than under the Contract. |
| b) | This Form allows the option of the Principal either requiring the Superintendent to include the amount claimed in a Principal’s certificate under subclause 37.2(b) or the Principal making a direct demand on the Contractor for payment. |
| c) | If the Principal elects to demand payment direct and payment is not made in a reasonable time, the Principal may have recourse to the Contractor’s security after giving the requisite of intention to have recourse that notice may be incorporated in this form. Recourse cannot be had until the requisite time has elapsed and the Principal remains unpaid. |
| d) | As to service of this Form P135, refer to clause 7. |