S81 – NOTICE THAT PURCHASER PROPOSES TO HAVE DEFECTIVE WORK/MATERIALS RECTIFIED

(Subclause 29.3)

DATE: [INSERT DATE]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

PROJECT NAME: [INSERT PROJECT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

As the Contractor has failed to comply with the Superintendent’s direction dated [INSERT DATE OF FORM S80 NOTICE] to rectify as required the WORK/MATERIALS identified in that notice by the date(s) specified, the Purchaser, at the expiration of 8 days after service of this notice on the Contractor, intends to have such WORK/MATERIALS so rectified by others at the Contractor’s cost.

In that event the Superintendent will certify the cost incurred by the Purchaser as moneys due from the Contractor to the Purchaser.

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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 the notice given under Form S80, the Superintendent has the right to issue (inter alia) Forms S81. |
| b) | The Superintendent under subclause 29.3 has the option to nominate start and completion dates. If the Purchaser 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 applies to defective materials as well. |
| 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 S81 refer to clause 7. |