S134A – FINAL CERTIFICATE (WHERE CONTRACTOR HAS NOT CLAIMED)

(Subclause 37.4)

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]

As the Contractor has failed to give its Final Payment Claim in accordance with subclause 37.4 of the Contract, the Superintendent elects to issue the following Final Certificate.

The Superintendent hereby certifies the amount to the [INSERT 'CONTRACTOR' OR 'PURCHASER' AS APPROPRIATE] is $[INSERT AMOUNT OF CERTIFICATE] (excluding GST), calculated as follows:

|  |  |  | DESCRIPTION |  | AMOUNT  (EXCLUDING GST) |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| Claimable Amount |  |  | Assessment of Contractor’s Final Payment Claim |  | $[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 |  | Balance of retention moneys/cash still retained |  | $[INSERT AMOUNT OF RETENTION. IF NOT APPLICABLE, INSERT 'NIL'] |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Required Deductions | LESS |  | Amounts assessed otherwise finally due and payable by Purchaser to the Contractor |  | $[INSERT AMOUNT OF OTHER MONEYS DUE BY THE PURCHASER] |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | LESS |  | Amounts due and payable to the Purchaser by the Contractor |  | $[INSERT OTHER AMOUNTS DUE FROM CONTRACTOR TO THE PURCHASER IN CONNECTION WITH THE CONTRACT. 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)] |
|  |  |  |  |  |  |

*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 |  |

|  |  |
| --- | --- |
| [REMOVE BEFORE SENDING] Notes: | |
| a) | This final certificate is to be used where the Contractor has not claimed its Final Payment Claim in accordance with subclause 37.4 |
| b) | This final certificate complies with the requirements of subclause 37.4 to which reference should be made as to the effect of the final certificate. |
| c) | Note also that the balance of any security (other than moneys) held is to be released within 14 days of the issue of the final certificate. See subclause 5.4. |
| d) | As to service of Form S134A, refer to clause 7. |

[BREAKDOWN OF SCHEDULED AMOUNT TO BE INCLUDED]