P111 - Certificate that liquidated damages are due and payable

(Subclause 20.5)

DATE: [INSERT DATE OF NOTICE]

TO CONTRACTOR: [INSERT CONTRACTOR NAME]

PROJECT NAME: [INSERT PROJECT/CONTRACT NAME]

CONTRACT No.: [INSERT CONTRACT NUMBER]

As the Contractor has failed to reach practical completion by the Date for Practical Completion (as duly extended) the Principal has assessed that liquidated damages amounting to the sum of $[INSERT LIQUIDATED DAMAGES AMOUNT] calculated from the Date for Practical Completion at the rate of $[INSERT LIQUIDATED DAMAGES RATE] per day to the [INSERT AS APPLICABLE: date hereof OR Date of Practical Completion] are due and payable to the Principal.

[OPTION A - PRINCIPAL TO DELETE THIS PARAGRAPH IF NOT APPLICABLE] Such liquidated damages should be paid forthwith by the Contractor to the Principal.

[OPTION B - PRINCIPAL TO DELETE THIS PARAGRAPH IF NOT APPLICABLE] The Principal will include the amount of such liquidated damages in its next certificate under subclause 23.2.

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

|  |  |
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| [REMOVE BEFORE SENDING] Notes: | |
| a) | Liquidated damages are prescribed in Item 11(a) of Annexure Part A. |
| b) | When calculating the sum of the liquidated damages, note that subclause 20.5 provides that the Principal waives the amount of liquidated damages exceeding the amount in Item 11(b) of Annexure Part A. Accordingly, that amount should not be included in the amount stated in this certificate. |
| c) | Liquidated damages are liable to be paid by the Contractor for every day the Contractor achieves practical completion after the date for practical completion. |
| d) | Such liquidated damages as assessed are progressively due and payable on a daily basis by the Contractor. As they are so due and payable they may be recovered, after a demand for payment made by the Principal has not been satisfied by the Contractor, by the Principal having recourse, after due notice, to the Contractor’s security. See subclause 3.2. |
| e) | The Principal may include such liquidated damages in a subclause 23.2 certificate and if there is a shortfall, then have recourse (after due notice) to the Contractor’s security under subclause 3.2. |
| f) | As to service of this Form P111, refer to clause 4. |