S134 – FINAL CERTIFICATE

(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]

In respect of Contractor’s Final Payment Claim dated [INSERT DATE OF CONTRACTOR'S FINAL PAYMENT CLAIM] received on [INSERT DATE CLAIM RECEIVED] (**Final Payment Claim**) claiming the sum of $[INSERT AMOUNT OF CONTRACTOR'S CLAIM] (excluding GST), 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)] |
|  |  |  |  |  |  |

***\* If there is a difference between the amount of the Contractor’s Final Payment Claim and this Final Certificate*** ***then the reasons for that difference between are stated in the attached schedule.***

*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 |  |

|  |  |  |  |
| --- | --- | --- | --- |
| CLAIM ITEM NO. | CLAIMED AMOUNT | CERTIFIED AMOUNT | REASONS FOR DIFFERENCE (ATTACH FURTHER DOCUMENTARY EVIDENCE WHERE REQUIRED) |
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| [REMOVE BEFORE SENDING] Notes: | |
| a) | 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. |
| b) | The Superintendent is required to issue this final certificate within 15 business days of receipt of the Contractor’s final claim. |
| c) | If there is a difference between the amount claimed and the amount certified, the reasons for that difference are to be stated in Schedule 1. If there is no difference, then Schedule 1 can be deleted. |
| d) | Note also that the balance of any security (other than moneys) held is to be released within 10 business days of the last to occur:  i) issue of the final certificate; and  ii) the resolution of any dispute (whether pursuant to clause 42 or otherwise) the subject of a notice of dispute referred to in subclause 37.4(d).  See subclause 5.4. |
| e) | As to service of Form S134, refer to clause 7. |