

Forms and Templates

Document Number	Title	Revision
	Notice to Proceed	
	Rectification Notice	
	Claim for Extension of Time	
	Extension of Time Notice	
	Impending Completion Notice	
	Certificate of Completion Request	
	Certificate of Completion	
	No Completion Notice	
	Further Work Notice	
	Damages Payment Notice	
	Rectification Direction Notice	
	Rectification Completion Notice	
	Variation Notice	
	Variation Quotation	
	Variation Order	
	Variation Proposal	
	Variation Proposal Approval	
	Suspension Notice/Suspension Direction Notice	
	Recommencement Notice	
	Breach Notice	
	Default Termination Notice	
	Insolvency Termination Notice	
	Convenience Termination Notice	
	Payment Claim	
	Payment Certificate	
	Statutory Declaration	
	Bank Guarantee Template	

	Parent Company Guarantee Template	
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Notice to Proceed

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Notice to Proceed

This is a Notice to Proceed contemplated by clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**).

The Principal hereby confirms that the requirements of clause **Error! Reference source not found.** have been satisfied or waived and that the Commencement Date is [*insert*].

The Contractor must commence performance of the following Works:

[DESCRIBE AND DETAIL THE WORKS TO BE COMMENCED].

[DELETE IF INAPPLICABLE:]

The maximum Contract Price payable for these Works is [*\$insert*].

Terms defined in the Construct Only Contract that are used in this Notice to Proceed have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Rectification Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Rectification Notice

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor that it must rectify the [INSERT DETAILS OF DAMAGE, DESTRUCTION OR LOSS] to the [INSERT DESCRIPTION OF PART OF THE WORKS THAT HAS BEEN DAMAGED, DESTROYED OR LOST] which were not rectified in accordance with clause **Error! Reference source not found.** of the Construct Only Contract.

Terms defined in the Construct Only Contract that are used in this Rectification Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Claim for Extension of Time

[INSERT PRINCIPAL NOTICE DETAILS]

TO: [INSERT PRINCIPAL DETAILS] (the **Principal**)

FROM: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

Claim for Extension of Time

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Contractor hereby gives notice, in writing, to the Principal that on [INSERT DATE] it became aware of a delay in achieving Completion by the Target Completion Date and/or any Milestone by the Target Milestone Date in respect of which the Contractor hereby Claims an Extension of Time (**Claim for Extension of Time**).

In relation to the Claim for Extension of Time, the Contractor provides the following information:

- [INSERT DETAILS OF THE DELAY OR LIKELY DELAY AND THE EXTENSION EVENT CAUSING OR LIKELY TO CAUSE THE DELAY];
- [STATE THE PERIOD OF TIME FOR WHICH AN EXTENSION OF TIME IS CLAIMED TOGETHER WITH THE BASIS FOR CALCULATING THAT PERIOD, INCLUDING DETAILS OF THE EXTENSION EVENT AND ANY RELEVANT SUPPORTING DOCUMENTATION DEMONSTRATING THAT THE CONTRACTOR WILL BE DELAYED IN ACHIEVING COMPLETION BY THE TARGET COMPLETION DATE AND/OR ANY MILESTONE BY THE TARGET MILESTONE DATE];
- [DESCRIBE ANY ACTION TAKEN OR PROPOSED TO BE TAKEN BY THE CONTRACTOR, TO AVOID OR IF NOT POSSIBLE TO AVOID, MINIMISE THE CONSEQUENCES OF THE EXTENSION EVENT].

Terms defined in the Construct Only Contract that are used in this Claim for Extension of Time have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Extension of Time Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Extension of Time Notice

The Contractor provided a Claim for Extension of Time to the Principal on [INSERT DATE] (**Applicable Claim for Extension of Time**).

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor that it is entitled to an Extension of Time for [INSERT PERIOD OF TIME], [it is entitled to Delay Costs in the sum of \$xx] and the Target Completion Date and/or any Target Milestone Date will be extended by [INSERT PERIOD OF TIME] **[OR]** [it is not entitled to an Extension of Time or to any Delay Costs] in respect of the matters set out in the Applicable Claim for Extension of Time.

Terms defined in the Construct Only Contract that are used in this Extension of Time Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Impending Completion Notice

[INSERT PRINCIPAL NOTICE DETAILS]

TO: [INSERT PRINCIPAL DETAILS] (the **Principal**)

FROM: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

Impending Completion Notice

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Contractor hereby gives notice, in writing, to the Principal that it anticipates that Completion will be achieved on [INSERT DATE].

Terms defined in the Construct Only Contract that are used in this Impending Completion Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Certificate of Completion Request

[INSERT PRINCIPAL NOTICE DETAILS]

TO: [INSERT PRINCIPAL DETAILS] (the **Principal**)

FROM: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

Certificate of Completion Request

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Contractor hereby gives notice, in writing, to the Principal that it is of the opinion that Completion has been achieved and requests the Principal to issue the Certificate of Completion.

Terms defined in the Construct Only Contract that are used in this Certificate of Completion Request have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Certificate of Completion

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Certificate of Completion

The Contractor provided a request for a Certificate of Completion on [INSERT DATE] (**Applicable Certificate of Completion Request**).

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby certifies that the Actual Completion Date of the Works was [INSERT ACTUAL COMPLETION DATE].

The following Minor Defects in the Works existed at the Actual Completion Date:

- [LIST MINOR DEFECTS].

Terms defined in the Construct Only Contract that are used in this Certificate of Completion have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

No Completion Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

No Completion Notice

The Contractor provided a request for a Certificate of Completion on [INSERT DATE] (**Applicable Certificate of Completion Request**).

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor that it is not issuing a Certificate of Completion as requested in the Applicable Certificate of Completion Request for the following reason(s):

- [LIST REASONS FOR NOT ISSUING THE CERTIFICATE OF COMPLETION];

In order to achieve Completion, the Contractor must complete the following items:

- [LIST ITEMS THAT ARE REQUIRED TO BE DONE TO ACHIEVE COMPLETION];

Terms defined in the Construct Only Contract that are used in this No Completion Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Further Work Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Further Work Notice

The Contractor provided a request for a Certificate of Completion on [INSERT DATE] (**Applicable Certificate of Completion Request**).

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor that it is not issuing a Certificate of Completion as requested in the Applicable Certificate of Completion Request and that the Works are so far from Completion that it is not yet practicable to issue a notice under clauses **Error! Reference source not found.** or **Error! Reference source not found.**. The Contractor must continue to perform the Works.

Terms defined in the Construct Only Contract that are used in this Further Work Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Damages Payment Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Damages Payment Notice

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor to pay [LIQUIDATED DAMAGES/PERFORMANCE DAMAGES] in relation to [INSERT PERIOD OF TIME OF LD PAYMENTS/PERFORMANCE REQUIREMENTS FAILURE] in an amount equal to [\$ INSERT AMOUNT].

Terms defined in the Construct Only Contract that are used in this Damages Payment Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Rectification Direction Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Rectification Direction Notice

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor directing the Contractor to rectify the following Defect[s]:

[INSERT DESCRIPTION OF DEFECT[s] TO BE RECTIFIED].

The Contractor must have commenced the rectification work the subject of this notice by [INSERT RECTIFICATION COMMENCEMENT DATE].

The Contractor must have completed all of the rectification work the subject of this notice by [INSERT RECTIFICATION COMPLETION DATE].

Terms defined in the Construct Only Contract that are used in this Rectification Direction Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Rectification Completion Notice

[INSERT PRINCIPAL NOTICE DETAILS]

TO: [INSERT PRINCIPAL DETAILS] (the **Principal**)

FROM: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

Rectification Completion Notice

The Principal provided a Rectification Completion Notice to the Contractor on [INSERT DATE] (**Applicable Rectification Direction Notice**).

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Contractor hereby gives notice, in writing, to the Principal that it has completed all of the rectification work in accordance with the Applicable Rectification Direction Notice.

Terms defined in the Construct Only Contract that are used in this Rectification Completion Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Variation Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Variation Notice

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor of the following proposed Variation [DESCRIBE AND DETAIL THE PROPOSED VARIATION].

Terms defined in the Construct Only Contract that are used in this Variation Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Variation Quotation

[INSERT PRINCIPAL NOTICE DETAILS]

TO: [INSERT PRINCIPAL DETAILS] (the **Principal**)

FROM: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

Variation Quotation

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal provided the Contractor with notice, in writing, on [INSERT DATE] detailing and describing a proposed Variation.

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract, the Contractor hereby gives notice, in writing, to the Principal of its response to the proposed Variation:

- value of the proposed Variation – [INSERT AMOUNT IN AUD];
- the effect (if any) on the Target Completion Date – [EXPLAIN THE EFFECT OF THE PROPOSED VARIATION.]

Terms defined in the Construct Only Contract that are used in this Variation Quotation have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Variation Order

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Variation Order

The Principal provided the Contractor with notice, in writing, on [INSERT DATE] detailing and describing a proposed Variation (**Applicable Variation Notice**).

The Contractor provided a Variation Quotation to the Applicable Variation Notice to the Principal dated [INSERT DATE] (**Applicable Variation Quotation**).

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor and directs the Contractor to undertake and complete the following Variation:

- [DESCRIBE AND DETAIL THE VARIATION].

The Principal notifies the Contractor that the Contract Price and the Target Completion Date as a result of the Variation will be [adjusted to reflect the agreed amount and date detailed in the Applicable Variation Quotation][determined by the Principal pursuant to clause **Error! Reference source not found.** of the Construct Only Contract].

Terms defined in the Construct Only Contract that are used in this Variation Order have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Variation Proposal

[INSERT THE PRINCIPAL NOTICE DETAILS]

TO: [INSERT THE PRINCIPAL DETAILS] (the **Principal**)

FROM: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

Variation Proposal

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Contractor hereby gives notice, in writing, to the Principal requesting the approval of the proposed Variation detailed in the Schedule below/attached.

Terms defined in the Construct Only Contract that are used in this Variation Proposal have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

SCHEDULE

[DESCRIBE AND DETAIL THE VARIATION PROPOSED, INCLUDING IMPACT ON CONTRACT PRICE / IF NO IMPACT ON COST INSERT 'NOT APPLICABLE']

Variation Proposal Approval

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Variation Proposal Approval

The Contractor provided a Variation Proposal to the Principal dated [INSERT DATE] (**Applicable Variation Proposal**).

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor that it approves the proposed Variation detailed in the Applicable Variation Proposal [subject to the Contractor undertaking the following actions:]

- [INSERT ANY ACTIONS TO BE UNDERTAKEN BY THE CONTRACTOR IN RELATION TO THE VARIATION].

The Construct Only Contract is hereby amended to reflect the Variation as follows:

Terms defined in the Construct Only Contract that are used in this Variation Proposal Approval have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Suspension Notice / Suspension Direction Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Suspension Notice / Suspension Direction Notice

Pursuant to clause [**Error! Reference source not found. / Error! Reference source not found.**] of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor to suspend [INSERT DETAILS OF ACTIVITIES/WORKS TO BE SUSPENDED AND WHETHER IN WHOLE OR IN PART] for [INSERT PERIOD OF TIME] for the following reason(s):

[DELETE IF INAPPLICABLE:]

- [(i) because of any act or omission of the Contractor or any Contractor Personnel]
- [(ii) for the protection, welfare, health or safety of any person or property;]
- [(iii) to comply with an order of a court].

Terms defined in the Construct Only Contract that are used in this Suspension Notice / Suspension Direction Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Recommendation Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Recommendation Notice

The Principal directed the Contractor to suspend [INSERT DETAILS OF WORKS THAT WERE SUSPENDED] pursuant to a Suspension Notice dated [INSERT DATE].

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor to recommence [INSERT DETAILS OF WORKS TO BE RECOMMENCED] from [INSERT DATE OF RECOMMENCEMENT].

Terms defined in the Construct Only Contract that are used in this Recommendation Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Breach Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT CONTRACTOR DETAILS] (the **Contractor**)

FROM: [INSERT PRINCIPAL DETAILS] (the **Principal**)

Breach Notice

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor that the Contractor is in breach of clause [INSERT CLAUSE] of the Construct Only Contract in that [PROVIDE DETAILS OF THE BREACH] (the **Breach**).

The Contractor is required to remedy the Breach within [INSERT DAYS] of the date of this Breach Notice.

Terms defined in the Construct Only Contract that are used in this Breach Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Default Termination Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT DETAILS] (**the Contractor**)

FROM: [INSERT DETAILS] (**the Principal**)

Default Termination Notice

The Principal provided the Contractor with a Breach Notice on [INSERT DATE] (**Applicable Breach Notice**).

In relation to the Applicable Breach Notice, the Contractor has not remedied the applicable breach detailed in that notice within the period of time specified in the Applicable Breach Notice.

Accordingly, pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor that it terminates the Construct Only Contract, effective from the date of this Default Termination Notice.

Terms defined in the Construct Only Contract that are used in this Default Termination Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Insolvency Termination Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT DETAILS] (**the Contractor**)

FROM: [INSERT DETAILS] (**the Principal**)

Insolvency Termination Notice

The Principal has become aware that an Insolvency Event has occurred in relation to the [Contractor / any Parent Guarantor].

Accordingly, pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor that it terminates the Construct Only Contract, effective from the date of this Insolvency Termination Notice.

Terms defined in the Construct Only Contract that are used in this Insolvency Termination Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Convenience Termination Notice

[INSERT CONTRACTOR NOTICE DETAILS]

TO: [INSERT DETAILS] (**the Contractor**)

FROM: [INSERT DETAILS] (**the Principal**)

Convenience Termination Notice

Pursuant to clause **Error! Reference source not found.** of the Construct Only Contract between the Contractor and the Principal dated [*insert*] (the **Construct Only Contract**), the Principal hereby gives notice, in writing, to the Contractor that it terminates the Construct Only Contract, effective from the date of this Convenience Termination Notice.

Terms defined in the Construct Only Contract that are used in this Convenience Termination Notice have the meaning given to them in the Construct Only Contract.

[INSERT EXECUTION CLAUSE]

Date

Payment Claim

TO PRINCIPAL:	[INSERT PRINCIPAL DETAILS]
ATTENTION:	[INSERT PRINCIPAL DETAILS]
FROM CONTRACTOR:	[INSERT CONTRACTOR DETAILS]

Claim is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, is attached.

1. Total Amount Invoiced (F From Schedule)	\$	0.00
2. Original Contract Price (X)	\$	1.00
Contract Approved Variations To Date (Y)	\$	0.00
3. Total Contract Commitment To Date (X+Y)=Z	\$	1.00
4. Approved from previous Payment Claims (D From Schedule)	\$	0.00
5. Balance of Contract Price to be paid (G From Schedule)	\$	0.00
6. Invoice Amount, this Claim (E From Schedule)	\$	0.00
7. Invoice Amount, to be paid this Invoice (F-D)	\$	0.00

No.	Description	Amounts (+ / -)
VO#1		
VO#2		
VO#3		
VO#4		
VO#5		
TOTALS		\$0.00

Continuation Sheet							Claim No: <i>[insert]</i>		
Claim is made for payment, as shown below, in connection with the Contract.							Claim Date: <i>[insert]</i>		
Contractor's claim for payment is attached.							Period: <i>[insert date]</i>		

A	B	C	D	E	F	G			
Item No.	Description Of Work	Scheduled Value	Work Completed		Total	%	Balance to Finish		
			Approved from previous Claim	Application this period					
Sc-Xx-Xx									
Subtotal			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Retention			\$0.00	\$0.00	\$0.00				
Total		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00

Payment Certificate

Payment Certificate

Project:

Contract No.:

Contractor:

Contract Price: As Placed:

Contract Variation Order Value:

Current Contract Price (Including Approved Variation Orders):

Payment To Be Sent To:

Certificate No.

Application Date

Certificate Issue Date

Payment Due Date

	Certified to Date	Previously Certified	This Certificate
A Value of permanent work	0.00	0.00	0.00
B Value of Variation Orders	0.00	0.00	0.00
Sub Total	0.00	0.00	0.00
C Less ___% retention	0.00	0.00	0.00
D Add amount of retention released	0.00	0.00	0.00
E Less Liquidated Damages	0.00	0.00	0.00
F Less Back Charges	0.00	0.00	0.00
G Less Withheld Tax			
Total	0.00	0.00	0.00
Total Amount Certified on this Certificate			0.00

Certified by

Prepared by

Position

Position

*Contract
Administrator*

*This payment certificate does not constitute a tax invoice. Payment
will only be implemented on receipt of an original invoice.*

Distribution:

Expiry Date Bank Guarantee and Insurances:

Contract Insurance

CAR

Expiry Date

EL

Expiry Date

PL

Expiry Date

Bank Guarantee

Expiry Date

Statutory Declaration

Statutory Declaration

Oaths, Affidavits and Statutory
Declarations Act 2005 (WA)

I,.....
.....

of.....
.....

do solemnly and sincerely declare that:

1. I am the representative of:

.....
.....

("the Contractor")

in the Office Bearer capacity of:

.....
.....

2. The Contractor has a contract with the []:

.....
..... **("the Contract")**

3. I personally know the facts which I have set out in this declaration.

4. All employees who have at any time been engaged by the Contractor for work done under the Contract:

a) have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract, and

b) have otherwise had accrued to their account all benefits to which they are entitled from the Contractor as at the date of this declaration in respect of their employment on work under the Contract pursuant to any award, enterprise agreement, act or regulation,

with the exception of the employees and respective amounts unpaid or not accrued for each employee listed below:

Employee: Amount unpaid or not accrued:

.....
.....
.....
.....
.....

5. All subcontractor who have at any time been engaged by the Contractor for work done under the Contract have been paid all remuneration and benefits to the date of this declaration payable to them by the Contractor in respect of their employment on work under the Contract

with the exception of the subcontractors and respective amounts unpaid or not accrued for each subcontractor listed below: <table><tr><td>Subcontractor:</td><td>Amount unpaid or not accrued:</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr></table>		Subcontractor:	Amount unpaid or not accrued:																	
Subcontractor:	Amount unpaid or not accrued:																			
.....																				
.....																				
.....																				
.....																				
6. In all cases where a subcontractor or supplier to the Contractor has provided services and/or materials in respect of the Contract and has submitted a claim to the Contractor for these services or materials which as at the date of this statutory declaration would have been due and payable but which the Contractor disputes, the reasons for such dispute have been notified in writing to the subcontractor or supplier by the Contractor prior to the date of this statutory declaration. Where such dispute relates to part only of the subcontractor or supplier's claim, that part of the claim not in dispute has been paid by the Contractor to the subcontractor or supplier as at the date of this statutory declaration except for the amounts listed in 5 above.																				
7. The provisions of the Contract relating to the payment of employees, subcontractors and suppliers of the Contractor have been complied with by the Contractor.																				
8. The Contractor has been informed by each subcontractor to the Contractor (except for subcontracts not exceeding \$25,000 at their commencement) by statutory declaration in equivalent terms to this declaration (made no earlier than the date 14 days before the date of this declaration): <table><tr><td>(a)</td><td>that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and</td></tr><tr><td>(b)</td><td>that all their employees and subcontractors, as at the date of the making of such a declaration:</td></tr><tr><td> i)</td><td>have been paid all remuneration and benefits due and payable to them by; or</td></tr><tr><td> ii)</td><td>had accrued to their account all benefits to which they are entitled from;</td></tr></table> the subcontractor of the Contractor or from any other subcontractor (except for subcontracts not exceeding \$25,000 at their commencement) in respect of any work under the Contract, and <table><tr><td>(c)</td><td>of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,</td></tr></table> except for the following subcontractors to the Contractor who have failed to provide such a declaration: <table><tr><td>Subcontractor:</td><td>Due</td></tr><tr><td>amount unpaid:</td><td></td></tr><tr><td>.....</td><td></td></tr><tr><td>.....</td><td></td></tr></table>		(a)	that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and	(b)	that all their employees and subcontractors, as at the date of the making of such a declaration:	i)	have been paid all remuneration and benefits due and payable to them by; or	ii)	had accrued to their account all benefits to which they are entitled from;	(c)	of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,	Subcontractor:	Due	amount unpaid:						insert names and addresses of the Contractor's subcontractors who have not submitted a declaration, and unpaid amounts due or otherwise due to each of them by the Contractor in
(a)	that their subcontracts with their subcontractors and suppliers comply with the requirements of the Contract relating to payment of employees and subcontractors, and																			
(b)	that all their employees and subcontractors, as at the date of the making of such a declaration:																			
i)	have been paid all remuneration and benefits due and payable to them by; or																			
ii)	had accrued to their account all benefits to which they are entitled from;																			
(c)	of details of any amounts due and payable or benefits due to be received or accrued described in 8(b) above which have not been paid, received or accrued,																			
Subcontractor:	Due																			
amount unpaid:																				
.....																				
.....																				

..... 9. Where a subcontractor to the Contractor has provided a declaration as in 8 above, and it includes unpaid amounts or benefits either not received or not accrued, details of the subcontractor, details of the affected employees, suppliers and subcontractors of the subcontractor, and the respective amounts or benefits either unpaid or not accrued are as follows: <table border="0"> <tr> <td>Employee, subcontractor or supplier: unpaid or not accrued:</td> <td>Amount</td> </tr> <tr><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td></tr> </table> 10. In relation to the statutory declaration provided by each subcontractor to the Contractor, I am not aware of anything to the contrary of what is contained therein, and on the basis of the contents of those statutory declarations, I believe that information to be true. 11. I personally know the truth of the matters which are contained in this declaration. 12. I am not aware of anything which would contradict the statements made in the statutory declarations or written statements provided to the Contractor by its subcontractors, as referred to in this declaration.	Employee, subcontractor or supplier: unpaid or not accrued:	Amount											respect of this claim insert names of the subcontractors, the name and addresses of the unpaid employees, subcontractors and suppliers and amounts listed as unpaid or not accrued to them.
Employee, subcontractor or supplier: unpaid or not accrued:	Amount												
.....													
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.....													
I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths, Affidavits and Statutory Declarations Act 2005 (WA). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration. Declared at on (place) (day) (month) (year) (Signature of Declarant) Before me: (Signature of person before whom the declaration is made) (Name of the person before whom the declaration is made) (Title of the person before whom the declaration is made)													
And as a witness, I certify the following matters concerning the person who made this declaration (declarant): [*strike out the text that does not apply]													

1. <i>*I saw the face of the declarant.</i> OR <i>*I did not see the face of the declarant because the declarant was wearing a face covering, but I am satisfied that the declarant had a special justification for not removing the covering.</i> 2. <i>*I have known the declarant for at least 12 months.</i> OR <i>*I confirmed the declarant's identity using the following identification document:</i> <i>Identification document relied on</i> <i>(may be original or certified copy)</i> <i>Signature of person before whom the declaration is made</i> <i>Before me:</i> <i>(Signature of person before whom the declaration is made)</i> <i>(Name of the person before whom the declaration is made)</i> <i>(Title of the person before whom the declaration is made)</i>	
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Parent Company Guarantee Template

THIS DEED is made on

BETWEEN:

- (1) **[Name of Party] Alt[ABN/ACN/ARBN] [number] (the Principal);** and
- (2) **[Name of Party] Alt[ABN/ACN] [number] (the Guarantor).**

RECITALS:

- (A) The Principal and the Contractor have entered into Construct Only Contract pursuant to which the Contractor will undertake the Works.
- (B) The Guarantor is the ultimate holding company of the Contractor and has agreed to guarantee the due performance of the Construct Only Contract for the benefit of the Principal as more particularly set out below.

THE PARTIES AGREE AS FOLLOWS:

1. Defined terms & interpretation

1.1 Terms defined in this Guarantee

Terms that are capitalised but not defined in clause 1.2 and are defined in the Construct Only Contract have the same meaning in this Guarantee as in the Construct Only Contract.

1.2 Defined terms

In this Guarantee:

Business Day means any day on which the banks are open for business in Western Australia but does not include a Saturday, Sunday or a bank or public holiday in Western Australia.

Construct Only Contract means the agreement of that name in relation to the completion of the Works, being between the Principal and the Contractor and dated **[insert date]** (as amended from time to time).

Contractor means **[insert full company name and ABN/ACN number]**.

Guarantee means this parent company guarantee.

1.3 Interpretation

In this Guarantee, unless the contrary intention appears:

- (a) the singular includes the plural and the other way around;
- (b) a reference to:
 - (i) this Guarantee or any other document includes a reference to it as amended, novated, altered or replaced;
 - (ii) a clause or schedule is a reference to a clause of, or a schedule to, this Guarantee;
 - (iii) Law includes consolidations, amendments, re-enactments or replacements of any of them;

- (iv) a person includes a reference to the person's executors, administrators, successors and permitted assigns;
- (v) includes or including means 'includes but not limited to' and 'including but not limited to' respectively;
- (vi) writing includes a reference to printing, typing and each other method of producing words, figures or symbols in visible form;
- (vii) a day must be interpreted as the period of time in Western Australia commencing at midnight and ending 24 hours later;
- (viii) a time and date in connection with the performance of an obligation by a party is a reference to the time and date in Western Australia, even if the obligation is to be performed elsewhere;
- (ix) the payment of money within a specified time is a reference to the full clearance of any personal cheque into the account of the payee within that time; and
- (x) \$ and dollars are to Australian dollars;
- (c) words importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (d) any headings have been inserted for guidance only and will not be deemed to form part of this Guarantee;
- (e) words importing any gender include all other genders, as applicable;
- (f) a covenant prohibiting a person from doing anything also prohibits that person from authorising it to be done by another person; and
- (g) other parts of speech and grammatical forms of a word or phrase defined in this Guarantee have a corresponding meaning.

1.4 No contra proferentem

In the interpretation of this Guarantee, no rule of construction will apply to disadvantage a party because that party proposed a provision of this Guarantee or the Guarantee itself.

2. Guarantee

In consideration of the Principal entering into the Construct Only Contract to which it is a party, the Guarantor (for itself, its successors and assigns) irrevocably and unconditionally guarantees to the Principal the full and due performance and observance by the Contractor of all its obligations (whether actual or contingent, present, future, express or implied) under or arising pursuant to the Construct Only Contract from time to time and the due payment and discharge of all sums of money and liabilities due, owing or incurred, or payable and unpaid by the Contractor to the Principal pursuant to the Construct Only Contract from time to time whether incurred solely or jointly with any other person or as a result of any breach or termination of the Construct Only Contract.

3. Principal Obligor

Without prejudice to the Principal's rights against the Contractor as principal obligor, the Guarantor shall be deemed the principal obligor in respect of its obligations under this Guarantee and not merely a surety and accordingly, the Guarantor shall not be discharged nor shall its liability under this Guarantee be affected by any act or thing or means whatsoever by which its said liability would have been discharged or affected if it had not been the principal obligor.

4. No Greater Liability

- (a) Except in relation to any expenses, legal fees and taxes or withholdings referred to in clauses 7(g) and 8, the Guarantor shall have no greater liability under this Guarantee than that of the Contractor pursuant to the terms of the Construct Only Contract (including any amendment or variation of the Construct Only Contract referred to in clause 7(h)) or that would have been the liability of the Contractor under or pursuant to the Construct Only Contract were it not for the unenforceability, invalidity or illegality of the relevant Construct Only Contract.
- (b) The Principal acknowledges and agrees that the Guarantor shall be entitled to assert in respect of any such liability under this Guarantee (and its liability under this Guarantee is subject to) any rights, defences, limitations, counterclaims or set-offs which would have been available to the Contractor, other than any defence, claim or counter-claim based on the unenforceability, invalidity or illegality of the Construct Only Contract, whether under the Construct Only Contract or otherwise at law.
- (c) The Principal acknowledges and agrees that:
 - (i) the Guarantor is entitled to the benefit of the cap on liability under the Construct Only Contract as a single cap applicable to the cumulative liability of both the Contractor under the Construct Only Contract and Guarantor under this Guarantee; and
 - (ii) to the extent that the Contractor has incurred liability under the Construct Only Contract, to which the cap on liability has been applied, the liability of the Guarantor under this Guarantee will be correspondingly reduced.

5. Non Vitiating

The obligations of the Guarantor under this Guarantee shall not be discharged, impaired or affected by any act, omission or thing which but for this provision would reduce release or prejudice any of its obligations under this Guarantee including:

- (a) the taking, variation, compromise, renewal or release of or refusal or neglect to effect, take up or enforce any rights against or security over assets of the Contractor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (b) any incapacity, dissolution, insolvency, winding up, liquidation, receivership, reorganisation, amalgamation, reconstruction or lack of power, authority or legal personality of or dissolution or change in the members or status, function, control or ownership of the Contractor, the Guarantor or any other person;
- (c) any of the obligations of the Contractor or any person under the Construct Only Contract or under any other document or security being or becoming illegal, invalid or unenforceable in any respect;
- (d) any amendment of or alteration to any provision of or in the extent or nature of the Construct Only Contract or in the extent or nature of the obligations to be performed pursuant to the Construct Only Contract;
- (e) any failure, delay or forbearance on the part of the Principal in enforcing any of its rights against the Contractor or any time or other indulgence or any concession or arrangement (including any additional or advance payment) granted or made by the Principal to or with the Contractor;
- (f) the taking by the Principal of any other security, in respect of the obligations or liabilities of the Contractor pursuant to the Construct Only Contract, any other agreement entered into pursuant to the Construct Only Contract or of any such other security or the release of any such other security;

- (g) any present or future law or regulation purporting to reduce or prejudice any of the obligations or liabilities of the Contractor pursuant to the Construct Only Contract and the Guarantor's liability under this Guarantee; and
- (h) any suspension or termination of the Construct Only Contract for any reason.

6. Payment in Full

Notwithstanding any composition, release or arrangements effected by the Principal with the Contractor, the Guarantor's liability under this Guarantee shall be discharged only by payment and discharge by the Guarantor to the Principal in full of all sums, obligations and liabilities which may from time to time be respectively due or owing or incurred from or by the Contractor.

Any amount which the Guarantor is liable to pay to the Principal under clause 2 of this Guarantee shall be paid within five Business Days after a demand being made by the Principal on the Guarantor. Any such demand:

- (a) must be in writing;
- (b) state that it was made under clause 2 of this Guarantee; and
- (c) state the basis of entitlement under the Construct Only Contract.

7. General

- (a) Each assurance, security or payment which may be avoided under any enactment relating to bankruptcy or insolvency or any statutory modification or re-enactment of any such enactment remains in force notwithstanding any intermediate settlement of account or payment or any change in the constitution or control of, or the insolvency or any bankruptcy, winding-up or analogous proceedings relating to the Contractor.
- (b) This Guarantee shall be a continuing guarantee and the provisions of this Guarantee shall remain in force notwithstanding any intermediate settlement of account or payment or any change in the constitution or control of, or the appointment of a receiver, administrative receiver or administration of any of the Contractor's assets, insolvency or any bankruptcy, winding-up, reorganisation, amalgamation, reconstruction or analogous matter or proceedings relating to the Contractor.
- (c) No single exercise of any right, power or privilege conferred by this Guarantee shall preclude any other or future exercise of any other right, power or privilege.
- (d) Until all the obligations of the Contractor under or arising pursuant to the Construct Only Contract have been irrevocably paid and/or discharged in full, the Guarantor shall not:
 - (i) by virtue of or in respect of any payment made, security realised or monies received for or on account of the Guarantor's liability under this Guarantee, be subrogated to, benefit from, succeed to or share in any rights, security or monies held or received by the Principal or to be entitled to any right of contribution or claim any right of indemnity, or exercise any other rights or legal remedies; or
 - (ii) claim or prove as creditor or otherwise in competition with the Principal in respect of any monies owing to the Guarantor by the Principal in the event of any bankruptcy, liquidation or other insolvency proceedings relating to the Contractor. The Guarantor shall give the Principal the benefit of each such claim and proof of all the monies to be received in respect of that claim and in the meantime hold the same in trust for the Principal.

- (e) In the event the Guarantor receives any sums from the Contractor in respect of any payment of the Guarantor under this Guarantee, the Guarantor shall hold such monies on trust for the Principal so long as any sums are payable (contingently or otherwise) under this Guarantee in relation to the Construct Only Contract.
- (f) The Guarantor shall not hold any security from the Contractor. The Guarantor shall hold any security held by them in breach of this provision in trust for the Principal.
- (g) If any deduction or withholding from any payment is required by law then the Guarantor will promptly pay to the Principal an additional amount being the amount required to procure that the aggregate net amount received by the Principal will equal the full amount which would have been received by it had no deduction or withholding been made.
- (h) The Guarantor authorises the Contractor and the Principal to make any amendment or variation to the Construct Only Contract. The full and due performance and observance of which amendment or variation shall be likewise guaranteed by the Guarantor in accordance with the terms of this Guarantee. The obligations of the Guarantor under this Guarantee shall in no way be affected by such amendment or variation to the Construct Only Contract.
- (i) This Guarantee may be enforced without first taking any steps or proceedings against the Contractor. This Guarantee is in addition to and not in substitution for any present and future guarantee, lien or other security held by the Principal. The Principal's rights under this Guarantee are in addition to and not exclusive of those provided by law.
- (j) Subject to clauses 4 and 5, the Guarantor as a separate, additional and continuing obligation unconditionally and irrevocably undertakes with the Contractor that, should the Contractor fail to pay, perform or discharge or is otherwise in default in respect of any obligations or liabilities assumed by the Guarantor under clause 2 for any reason whatsoever, or if any obligations are or become unenforceable, invalid or illegal, then, the Guarantor will (subject as aforesaid) as a separate, original and independent principal obligation make payment to the Contractor on demand by way of a full indemnity in such currency and otherwise in such manner as is provided for in the Construct Only Contract.

8. Costs and Expenses

The Guarantor will pay to the Principal subject to and in accordance with the provisions of this Guarantee, including the amount of all costs and expenses (including legal fees and other out-of-pocket expenses and any GST or similar tax thereon):

- (a) reasonably incurred by the Principal in connection with the amendment or release (where either is requested by the Guarantor) of this Guarantee; and/or
- (b) awarded against the Guarantor in any judicial proceedings or agreed between the Principal and the Contractor and/or the Principal and the Guarantor to be incurred by the Principal in connection with enforcement, or preservation of the Principal's rights under, this Guarantee or in consequence of any payment made under this Guarantee (whether made by the Guarantor or a third person) being impeached or declared void for any reason whatsoever.

9. Set off

Subject to clause 4, the Guarantor shall not be entitled to claim a right of set off or counterclaim in respect of amounts due and payable from the Guarantor under the Guarantee but shall satisfy all and any obligations in respect of such amount in full and without deduction and free and clear of and without deduction of or withholding for or on account of any present or future taxes, duties and/or other charges.

10. Warranties and representations

The Guarantor warrants and represents that:

- (a) it is a company duly incorporated and validly existing with limited liability under the laws of its place of incorporation with power and authority to enter into this Guarantee and to exercise its rights and perform its obligations under this Guarantee;
- (b) the obligations expressed to be assumed by it in this Guarantee are legal and valid obligations binding on it in accordance with the terms of this Guarantee; and
- (c) it has taken all action required to enter into this Guarantee and to authorise the execution and delivery of this Guarantee and the performance of its obligations under this Guarantee.

11. General

11.1 Notices

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail, fax or email.
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:
 - (i) if it is delivered, when it has been left at the addressee's address;
 - (ii) if it is sent by mail, three Business Days after it is posted;
 - (iii) if it is sent by fax, when the addressee actually receives it in full and in legible form; and
 - (iv) if it is sent in electronic form:
 - (A) if it is transmitted by 5.00 pm (Perth time) on a Business Day – on that Business Day; or
 - (B) if it is transmitted after 5.00 pm (Perth time) on the Business Day, or on a day that is not a Business Day – on the next Business Day.
- (c) A person's addresses and fax number are those set out below, or as the person notifies the sender:

Principal

Address: [address]
Email Address: [email address]
Fax number: [fax number]
Attention: [name]

Guarantor

Address: [address]
Email Address: [email address]
Fax number: [fax number]
Attention: [name]

11.2 Process agent

- (a) The Guarantor appoints the following as its agent for service of any notice, demand or proceedings:

[insert]

- (b) The Guarantor will not revoke the authority of the above agent.
- (c) If for any reason such agent ceases to act on behalf of the Guarantor, the Guarantor will promptly appoint a replacement agent and notify the Principal in writing of the replacement immediately.

11.3 Further assurances

The Guarantor must do everything the Principal reasonably requires to:

- (a) bind the Guarantor under this Guarantee;
- (b) allow the Principal to exercise a right under this Guarantee; and
- (c) give full effect to this Guarantee.

11.4 Rights cumulative

The rights of a party under this Guarantee are cumulative and are in addition to any other rights of that party.

11.5 Default Interest

- (a) Without double counting any liability of the Contractor to pay default interest under the Construct Only Contract, the Guarantor shall pay interest to the Principal on all amounts due from it under this Guarantee at the Default Rate from the due date for payment until the date that payment is received by the Principal whether before or after judgement.
- (b) Interest will accrue daily at the Default Rate for each day from the date on which the amount became due and payable until such default is remedied and be payable on the date payment of the amount is made.

11.6 Governing law and jurisdiction

- (a) This Guarantee is governed by and is to be construed in accordance with the Law of the State of Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Western Australia and any courts that may hear appeals from those courts and waives any right to object to any proceedings being brought in those courts in connection with this Guarantee.