



**Contractors' Forms – Simple Works Subcontract  
SW.SC 2008 Version**

<b>No.</b>	<b>Title</b>
	<b>Standard Form</b>
Con 1	Contractor's Instruction (to Subcontractor)
Con 2	Request for Information
Con 3	Contractor's Written Decision
Con 4	Instruction for Variation Quotation
Con 5	Instruction to Proceed/Not to Proceed With Variation
Con 6	Notice of Substantial Completion
Con 7*	Progress Payment Statement
Con 8*	Final Payment Statement
	<b>Other Forms</b>
Con 9	Instruction Subcontract Works Not At Substantial Completion
Con 10	Written Statement Subcontract Works Not At and Not Near Substantial Completion
Con 11	Notice of Entitlement to Liquidated Damages
Con 12	Instruction to Correct Defects or Finalise Work
Con 13	Request to Submit Final Claim
Con 14	Assessment of Cost of Completing Subcontract Works
Con 15	Q9 Payment Statement as to Amount Payable
Con 16	Notice To Remedy Default
Con 17	Contractor's Notice to Subcontractor
Con 18	P2 Notice of Dispute
Con 19	Notice of Termination

\* Two forms – simple version and complex version – for use where Security of Payment legislation operates.

*[Insert your company details here]*

---

**CONTRACTOR'S INSTRUCTION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause number..... you are instructed as follows:

*[insert details here]*

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

---

**Note to Contractor:**

This form may be used for any instruction including instructions under clauses, A7, F6, G5, G7, J1, J3, J6, K2, K3, M12, R10 & Q3.

*[Insert your company details here]*

---

**REQUEST FOR INFORMATION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause number ..... please provide information to resolve the following matter *[insert details here]*.

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

---

**Note to Contractor**

This form may be used for any request for information including under clauses E8, H3.2, N4, N11.

---

*[Insert your company details here]*

---

**CONTRACTOR'S WRITTEN DECISION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause..... the following written decision is provided in response to your claim in respect of *[insert details of claim]*.

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

---

**Note to Contractor:**

The written decision must specify any adjustment to the subcontract price, the date for substantial completion or both. This form may be used for all written decisions arising from claims including claims under clauses F7, G8, J4, J7, L1, M8, N9, Q12.

It may also be used for written decisions under clauses M10.

*[Insert your company details here]*

---

**INSTRUCTION FOR VARIATION QUOTATION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause J1 you are instructed to provide the information detailed below with respect to the following *variation* to the *subcontract works*:

*[Insert or attach description of variation]*

*[delete where not applicable]*

- an estimate of the whole, or any part, of the cost or saving as a consequence of the variation;
- an estimate of the effect of the *variation* on the date for substantial completion;
- a quotation for the whole, or any part, of the cost of the variation;
- other information.

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

*[Insert your company details here]*

---

**INSTRUCTION TO PROCEED WITH VARIATION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause J3 you are instructed to proceed / not to proceed *[delete where not applicable]* with the variation in respect of which you provided an estimation and quotation on ..... *[date details provided]*

.....*(signature)* for  
Contractor

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

*[Insert your company details here]*

---

**NOTICE OF SUBSTANTIAL COMPLETION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause M4 you are notified that inspection of the subcontract works is complete and substantial completion was reached on the ..... *[insert date of substantial completion]*

.....*(signature)* for  
*Contractor*

**Distribution:** **Original:** Subcontractor  **Copies:** File  Other

---

**Note to Contractor**

This notice must be issued to the Subcontractor within 10 working days of completing the inspection.

*[Insert your company details here]*

**PROGRESS PAYMENT STATEMENT**

**No:**

Project:

Project no:

Date issued:

**To Subcontractor:**

1	Adjustments to the subcontract price since previous assessment	\$.....
2	Value of work completed:	\$.....
3	Allowance <i>[if any]</i> for cost of rectifying defects:	\$.....
4	Value of materials and equipment delivered to site:	\$.....
5	Allowance for cash retention <i>[where clause C2 applies]:</i>	\$.....
6	Set off of monies <i>[if any]:</i>	\$.....
7	Liquidated damages <i>[if any]:</i>	\$.....
8	Other:	\$.....
9	GST:	\$.....

Amount of this claim including GST, due to Subcontractor / Contractor <i>[delete where not applicable]</i> <div style="float: right;">\$.....</div>
--

The reason that the GST exclusive amount claimed and the GST exclusive amount certified are different is as follows:  
*[insert reason here if applicable.]*

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

**Note to Contractor.**  
 You must issue a payment statement to the subcontractor within *20 business days* of receiving a claim for a progress payment.



**CONTRACTOR'S FORMS Con 7 Complex**

**Australian Building Industry Contract (ABIC)**

**SW.SC 2008**

*For use where Security of Payments Legislation is in Force. Check with your Legal Adviser*

PROGRESS PAYMENT SCHEDULE NO: .....	No.....	Date.....
REFERS TO: PROGRESS PAYMENT CLAIM	<b>FOR THE PERIOD</b>	..... to .....

PROJECT:.....

SUBCONTRACT: .....

SUBCONTRACT NO: .....

SCHEDULE PREPARED BY:..... (Contractor)

OF: ..... (ordinary place of business)

TELEPHONE NO: ..... FAX NO: .....

TO: .....(Subcontractor)

<b>THE AMOUNT OF THE PAYMENT THE CONTRACTOR PROPOSES TO MAKE IS</b>	<b>(see item 5 below)</b>	<b>\$.....</b>
---	---------------------------	----------------

- |    |  |                       |
|----|--|-----------------------|
| 1. | <b>Assessed progress on the original Subcontract Work since the last payment</b> | \$.....               |
| 2. | <b>Add for:</b>  |                       |
|    | (a) Work completed on approved variations since the last payment                 | \$.....               |
|    | (b) Extras adjustments to provisional allowances since the last payment          | \$.....               |
|    | (c) Other extras adjustment/s under the subcontract                              | \$.....               |
| 3. | <b>Assessed value of work done</b> since the last payment                        | \$.....               |
| 4. | <b>Less:</b>   |                       |
|    | (a) Credit adjustments to provisional allowances since the last payment          | \$.....               |
|    | (b) Liquidated damages (if any)  | \$.....               |
|    | (c) Set offs etc due to the Contractor (see separate schedule)                   | \$.....               |
|    | (d) Other deductions/credits under the subcontract                               | \$.....               |
| 5. | <b>Cost of Building work in this payment</b>                                     | \$.....               |
| 6. | <b>Less</b> cash retention   | \$.....               |
| 7. | <i>Nett amount of payment</i>  | <u>\$.....</u>        |
| 8. | <b>Plus GST</b>  | <u><u>\$.....</u></u> |

**NOTE: Items 1 to 5 should exclude GST**

**THE REASONS FOR THE DIFFERENCE (IF ANY) BETWEEN THE CLAIMED AMOUNT AND THE SCHEDULED AMOUNT AND THE REASONS FOR WITHHOLDING ANY PAYMENT (IF APPLICABLE) ARE SET OUT IN THE ATTACHED SCHEDULES (IF ANY)**

.....(signature) for  
*Contractor*

**Distribution: Original:** Subcontractor  **Copies:** File  Other

**Note to Contractor.**  
You must issue a payment statement to the subcontractor within 20 business days of receiving a claim for a progress payment.

**CONTRACTOR'S FORMS Con 8 Complex**

**Australian Building Industry Contract (ABIC)**

**SW.SC 2008**

*For use where Security of Payments Legislation is in Force. Check with your Legal Adviser*

PROGRESS PAYMENT SCHEDULE NO: .....	(FINAL)	
REFERS TO: FINAL PROGRESS PAYMENT CLAIM	No.....	Date.....

PROJECT:.....

SUBCONTRACT: .....

SUBCONTRACT NO: .....

SCHEDULE PREPARED BY: ..... (Contractor)

OF: .....(ordinary place of business)

TELEPHONE NO: ..... FAX NO: .....

TO: .....(Subcontractor)

<b>THE AMOUNT OF FINAL PAYMENT THE CONTRACTOR PROPOSES TO MAKE IS</b> (see Item 5 below)	<b>\$.....</b>
---	----------------

- |    |  |         |
|----|--|---------|
| 1. | The original <i>subcontract price</i> , as stated in the subcontract | \$..... |
| 2. | Total (net) value of contract adjustments                            | \$..... |
| 3. | Final adjusted <i>subcontract price</i> (including GST)              | \$..... |
| 4. | Less: total amount paid to date                                      | \$..... |

5.	Proposed amount to be paid in respect of the final claim (Item 3 – Item 4)	<b>\$.....</b>
----	--	----------------

<b>THE FOLLOWING SECURITIES WILL ALSO BE RELEASED AS PART OF THE FINAL PAYMENT:</b>

**THE REASONS FOR THE DIFFERENCE (IF ANY) BETWEEN THE CLAIMED AMOUNT AND THE SCHEDULED AMOUNT AND THE REASONS FOR WITHHOLDING ANY PAYMENT (IF APPLICABLE) ARE SET OUT IN THE ATTACHED SCHEDULES (IF ANY)**

.....(signature) for  
*Contractor*

**Distribution:** Original: Subcontractor  **Copies:** File  Other

**Note to Contractor.**  
You must issue a final payment statement to the subcontractor within *30 business days* of receiving a claim for a final payment.

*[Insert your company details here]*

---

**FINAL PAYMENT STATEMENT**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

Amount of this claim including GST, due to Subcontractor / Contractor

*[delete where not applicable].*

\$.....

The amount of GST included in the payment is:

\$.....

The reason that the GST exclusive amount claimed and the GST exclusive amount certified are different is as follows:

*[insert reasons here if applicable.]*

The Contractor hereby acknowledges their obligation to release the remaining security in the sum of \$..... *[if applicable.]*

.....(signature) for  
*Contractor*

**Distribution:** **Original:** Subcontractor  **Copies:** File  Other

**Note to Contractor.**

You must issue a final payment statement to the subcontractor within *30 business days* of receiving a claim for a final payment.

*[Insert your company details here]*

---

**INSTRUCTION SUBCONTRACT WORKS NOT AT BUT NEAR SUBSTANTIAL COMPLETION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause M5 you are instructed that the subcontract works are not at but near substantial completion.

You are instructed to complete the following works promptly in order for substantial completion to be reached.

*[insert description of works outstanding]*

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

---

**Note to Contractor**

You must issue this instruction to the Subcontractor within 10 working days of completing the inspection.

*[Insert your company details here]*

---

**WRITTEN STATEMENT SUBCONTRACT WORKS NOT AT & NOT NEAR SUBSTANTIAL COMPLETION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause M6 you are advised that for the following reasons the subcontract works are not at and not near substantial completion *[insert summary of reasons]*.

.....(signature) for  
*Contractor*

---

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

**Note to Contractor**

You must issue this instruction to the Subcontractor within 10 working days of completing the inspection.

*[Insert your company details here]*

---

**NOTICE OF ENTITLEMENT TO LIQUIDATED DAMAGES**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause M10/ M11 *[delete where not applicable]* you are notified that, as the subcontract works have not reached substantial completion by the due date, the contractor is entitled to liquidated damages calculated in accordance with Item 19 of Schedule 1 / intends to enforce its right to liquidated damages calculated in accordance with Item 19 of Schedule 1 *[delete where not applicable]*.

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

*[Insert your company details here]*

---

**INSTRUCTION TO CORRECT DEFECTS OR FINALISE WORK**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause M12 you are instructed to correct the following defects / finalise the following works *[delete where not applicable]* by .....*[insert date as agreed or 5 working days]*

.....*(signature)* for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

*[Insert your company details here]*

---

**REQUEST TO SUBMIT FINAL CLAIM**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause N10 you are requested to submit a final claim for payment for the whole of the works / a part of the works as defined below. *[delete where not applicable]*

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor             **Copies:**            File     Other



*[Insert your company details here]*

---

**ASSESSMENT OF COST OF COMPLETING SUBCONTRACT WORKS**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause Q8 the following is an assessment of the cost of completing the subcontract works:

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

---

**Note to Contractor**

The amount shown here excludes any amount paid to sub-subcontractors under clause Q7.

*[Insert your company details here]*

**Q9 PAYMENT STATEMENT AS TO AMOUNT PAYABLE**

**No:**

Project:

Project no:

Date issued:

**To Subcontractor:**

As at the date of termination the amount of the subcontract price as adjusted is as follows:

1	Amount of subcontract price as adjusted at date of termination.	\$.....
2	Value of building work completed, including GST, assessed in the last payment statement issued under clause N4.	\$.....
3	Cost to the Contractor of completing the subcontract works, including GST.	\$.....
4	Sum paid by Contractor to a sub-subcontractor or supplier, including <i>GST</i> , under clause Q7 not already paid to the Subcontractor for the same work, materials or equipment necessary to complete the <i>subcontract works</i> .	\$.....
5	Assessment of any claim by Contractor under this contract for a set off of monies due	\$.....
6	Liquidated damages in accordance with clause M10, since any previous payment statement, calculated up to the date of termination of Subcontractor.	
7	<b>Total of items 2 to 6</b>	<b>\$.....</b>
8	Amount of security drawn or appropriated to date	\$.....
9	Amount of security by cash retention held by Contractor	\$.....
10	<b>Total of items 8 and 9</b>	<b>\$.....</b>

Amount at item 1	\$.....
Less amount at item 7	\$.....
Plus amount at Item 10 = <b>ADJUSTED PRICE</b>	<b>\$.....</b>

The value of remaining security by unconditional guarantee is as follows:

\$.....

.....(signature) for  
*Contractor*

*[Insert your company details here]*

---

**NOTICE TO REMEDY DEFAULT**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause Q1 you are required to remedy the following default within 10 working days:

*[insert details of default]*

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor

**Copies:**            File     Other

*[Insert your company details here]*

---

**CONTRACTOR'S NOTICE TO SUBCONTRACTOR**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause..... you are notified as follows:*[insert details]*

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

---

**Note to Contractor**

This form may be used for all written notifications to subcontractors for instance under clause B1.

*[Insert your company details here]*

---

**P2 NOTICE OF DISPUTE**

---

Project:

Project no:

Claim notice no:

Date issued:

---

**To Subcontractor**

In accordance with clause P2.1 you are notified of a dispute in respect of.....  
..... *[insert a description of the substance of the dispute]:*

You are required to meet with us within 5 working days after delivery of this notice to make a bona fide attempt to resolve the dispute.

..... (signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor                     **Copies:**    File     Other  .....

*[Insert your company details here]*

---

**NOTICE OF TERMINATION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Subcontractor:**

In accordance with clause Q1 / Q2 *[delete where not applicable]* you are notified that, as you have not complied with *[insert details of default or insolvency]*

the subcontract is terminated.

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor

**Copies:**            File     Other



**Subcontractors' Forms – Simple Works Subcontract  
SW.SC 2008 Version**

No.	Title
Sub 1	Request For Information / Instruction / Notice
Sub 2	Notice Of Intention To Claim
Sub 3	Details Of Claim
Sub 4	Additional Information
Sub 5	Security By Unconditional Guarantee
Sub 6	Subcontract Works Program
Sub 7	Notice To Contractor – Subcontract Works Near Substantial Completion
Sub 8*	Progress Claim – Summary Sheet
Sub 9	Final Claim – Summary Sheet
Sub 10	Notice Of Start Or End Of Delay
Sub 11	Notice To Contractor – Possession Of Subcontract Works Before Practical Completion
Sub 12	Notification Of Official Notice or Order
Sub 13	Notice Of Substantial Completion
Sub 14	Notice Of Dispute
Sub 15	Subcontractor's Notice To Contractor
Sub 16	P2 Notice of Dispute
Sub 17	Notice To Remedy Default
Sub 18	Notice of Suspension / Termination

\* Two forms – simple version and complex version – for use where Security of Payment legislation operates.

.....(signature) for  
*Contractor*

**Distribution:**    **Original:**    Subcontractor     **Copies:**    File     Other

*[Insert your company details here]*

---

**REQUEST FOR INFORMATION / INSTRUCTION / NOTICE**

**No:**

---

Project:

Project no:

Date issued:

---

**To Contractor:**

In accordance with clause number ....., please provide an instruction / a notice / information *[delete where not applicable]* to resolve the following matter *[insert details here]*:

.....(signature) for  
*Subcontractor*

---

**Distribution:**    **Original:**    Contractor                     **Copies:**            File     Other

**Note to Subcontractor:**

This form may be used for any request, including requests under clauses F5, J1, J5, M8, N8.



*[Insert your company details here]*

---

**NOTICE OF INTENTION TO CLAIM**

**No:**

---

Project:

Project no:

Date issued:

---

**To Contractor:**

You are notified of our intention to make a claim in accordance with clause number .....,  
*[insert a brief description of the intended claim]:*

.....(signature) for  
*Subcontractor*

---

**Distribution:**    **Original:**    Contractor                     **Copies:**            File     Other

**Note to Subcontractor:**

You must notify your intention to make a claim promptly after becoming aware of the circumstances that will cause the claim. Details of your claim must be provided within 10 working days. This form may be used for all claims including claims under clauses B2, E10, F7, G8, H, J4, J7, M8, N9 Q12.

*[Insert your company details here]*

---

**DETAILS OF CLAIM**

**No:**

---

Project:

Project no:

Date issued:

---

**To Contractor:**

The details of our claim numbered.....*[ie. the same as its matching notice of claim no.]*  
and dated.....are as follows, *[insert complete details of the claim]:*

.....*(signature) for*  
*Subcontractor*

**Distribution:**    **Original:**    Contractor                     **Copies:**            File     Other

---

**Note to Subcontractor:**  
You must notify your intention to make a claim promptly after becoming aware of the circumstances that will cause the claim. Details of your claim must be provided within 10 working days. This form may be used for all claims including claims under clauses B2, E10, F7, G8, H, J4, J7, L1, M8, N9 Q12.

*[Insert your company details here]*

---

**ADDITIONAL INFORMATION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Contractor:**

In accordance with your request dated ..... for additional information regarding our claim numbered

..... the following details are provided, *[insert details of the additional information]*:

.....*(signature)* for  
*Subcontractor*

**Distribution:**    **Original:** Contractor                     **Copies:**            File     Other

---

**Note to Subcontractor**

As this additional information is required to assess your claim, comprehensive information should be provided. This form may be used when making claims under clauses B2, E10, F7, G8, J2, J7, L1, M8, N4, N9, Q12 in conjunction with H2.

*[Insert your company details here]*

---

**SECURITY – BY UNCONDITIONAL GUARANTEES**

**No:**

---

Project:

Project no:

Date issued:

---

**To Contractor:**

In accordance with clause C3, security in the form of two equal unconditional guarantees is attached.

.....(*signature*) for  
*Subcontractor*

**Distribution:**    **Original:** Contractor                     **Copies:**            File     Other

---

**Note to Subcontractor:**

The unconditional guarantees must be provided with 10 working days of the contract being executed. Furthermore, the first progress payment will not be paid until the owner has possession of them.

*[Insert your company details here]*

---

**SUBCONTRACT WORKS PROGRAM**

**No:**

---

Project:

Project no:

Date issued:

---

**To Contractor:**

In accordance with clause G5, a program for the subcontract works is attached *[insert details or attach relevant documents]*.

**OR**

In accordance with clause G6, the updated program dated ..... is attached *[insert details or attach relevant documents]*.

.....(signature) for  
*Subcontractor*

**Distribution:**    **Original:**    Contractor                     **Copies:**            File     Other

---

**Note to Subcontractor:**

The program must include:

- commencement and completion dates of major stages .
- the date for substantial completion.
- the start and completion date for all major trades
- a critical path

If an updated program is being provided you must indicate how the previous program has been affected by adjustments of time.

*[Insert your company details here]*

---

**NOTICE TO CONTRACTOR – SUBCONTRACT WORKS NEAR SUBSTANTIAL COMPLETION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Contractor:**

The subcontract works are near substantial completion. In accordance with clause M2 a detailed list of defects and incomplete work and a timetable for their correction is attached.

.....(signature) for  
*Subcontractor*

---

**Distribution:**    **Original:** Contractor                     **Copies:**            File     Other

**Note to Contractor:**  
You are required to commence inspection of the works promptly

**SUBCONTRACTOR'S FORMS Sub 8 Complex**

**Australian Building Industry Contract (ABIC)**  
**To be used where Security of Payments legislation is in place. Seek legal advice.**

**SW.SC 2008**

**PROGRESS PAYMENT CLAIM NO:** ..... **FOR THE PERIOD** ..... **to** .....

**PROJECT:** .....

**SUBCONTRACT:** .....

**SUBCONTRACT NO:** .....

**MADE BY:** .....(Subcontractor)

**OF:** ..... (ordinary place of business)

**TELEPHONE NO:** ..... **FAX NO:** .....

**TO:** .....(Contractor)

**TOTAL AMOUNT OF THIS PAYMENT CLAIM (see Item 12 below)** \$.....

**THE WORK FOR WHICH THIS CLAIM IS MADE AND THE METHOD OF CALCULATION OF THE TOTAL AMOUNT OF THE CLAIM ARE SET OUT BELOW (AND IN THE ATTACHED SCHEDULES)**

<b>1.</b>	<b>Progress on the original Subcontract Work</b>	
	(a) Value of original work completed to date <sup>1</sup> (....% of the subcontract price)	\$.....
	(b) Less: Value of original work completed to the date of the last payment claim	\$.....
	Amount claimed for work done in the claim period on the original subcontract works	\$.....
<b>2.</b>	<b>Adjust for:</b>	
	(a) Work completed on approved variations since the last claim <sup>2</sup>	\$.....
	(b) Adjustments to Prime Cost Items since the last claim <sup>3</sup>	\$.....
	(c) Adjustments to Provisional Sums since the last claim <sup>4</sup>	\$.....
<b>3.</b>	<b>Total value of work done</b> since the date of the last payment claim	\$.....
<b>4.</b>	<b>Add:</b> Any monies due and payable to the Subcontractor (but unpaid) as of the date of this claim.	\$.....
<b>5.</b>	<b>Less:</b> Any credits or monies due to the Contractor	\$.....
<b>6.</b>	<b>Gross Payment Claim</b> (including GST)	\$.....
<b>7.</b>	<i>GST applicable to the above (1/11<sup>th</sup> of Item 6)</i>	\$.....
<b>8.</b>	<i>Cost of building work</i> in this payment (Item 6 – Item 7)	\$.....
<b>9.</b>	<b>Less:</b> Cash retention (if any) to be withheld from this payment	\$.....
<b>10.</b>	<b>Sub-total</b> (Item 8 – Item 9)	\$.....
<b>11.</b>	<b>Add GST</b> (10% of Item 10)	\$.....
<b>12.</b>	<b>Amount Claimed (Item 10 + Item 11)</b>	\$.....

..... (signature) for  
Subcontractor

**Distribution: Original:** Contractor  **Copies:** File  Other  .....

**Note to Subcontractor:**

This summary sheet should form the first page of your claim. Comprehensive details should be submitted with all progress claims.

**SUB-8**

CLAIM NO:

SUBCONTRACT NO:

FOR the PERIOD ..... to .....

**Schedule 1: Itemised Claim for Progress Payment**

Item No.	Item of Work	Value of Item in the Original Subcontract Price \$	Percentage Completed to Date \$	Value of Work Completed to Date \$
1				
2				
3				
4				
5				
6				
<b>TOTAL VALUE OF WORK TO DATE</b>		\$ 4	[ %] <sup>5</sup>	\$

**Schedule 2: Variation Work Completed Since Last Claim**

No.	Description of Variation Item	Approved Value of Variation \$	Percentage Completed Since Last Claim \$	Amount Now Claimable \$
<b>TOTAL ADJUSTMENT FOR WORK ON VARIATIONS SINCE LAST CLAIM</b>				\$

**Schedule 3: Adjustments to Prime Cost Items Since Last Claim**

..... (signature) for  
Subcontractor

Distribution: Original: Contractor Copies: File  Other  .....**Note to Subcontractor:**

This summary sheet should form the first page of your claim. Comprehensive details should be submitted with all progress claims.



**SUB-8**

**CLAIM NO:**

**SUBCONTRACT NO:**

**FOR the PERIOD ..... to .....**

No.	Item	Amount Allowed in the Subcontract \$	Actual Cost of the Item \$	Adjustment Extra [Or Credit]	Margin on Extra ( %) \$	Gross Adjustment to Subcontract Price \$
<b>TOTAL ADJUSTMENT FOR PRIME COST ITEMS SINCE LAST CLAIM</b>						<b>\$</b>

**Schedule 4: Adjustments To Provisional Sums Since Last Claim**

No.	Item	Amount Allowed in the Subcontract \$	Actual Cost of the Item \$	Adjustment Extra [Or Credit]	Margin on Extra ( %) \$	Gross Adjustment to Subcontract \$
<b>TOTAL ADJUSTMENT FOR PROVISIONAL SUMS SINCE LAST CLAIM</b>						<b>\$</b>

..... (signature) for  
Subcontractor

**Distribution: Original:** Contractor       **Copies:** File  Other  .....

**Note to Subcontractor:**  
This summary sheet should form the first page of your claim. Comprehensive details should be submitted with all progress claims.

[Insert your company details here]

**PROGRESS CLAIM – SUMMARY SHEET**

**No:**

Project:

Project no:

Date issued:

**To Contractor:**

- 1. The contract value of building work completed to date in accordance with N3 is \$.....
- 2. The value of materials delivered to the site is \$.....
- 3. Less the amount of retention pursuant to clause C2 \$.....
- 4. The GST applicable to this net amount is \$.....
- 5. Total for this claim including GST is \$.....**
- 6. The total amount previously paid including GST is \$.....

<b>7. Amount of this claim including GST is</b>	<b>\$.....</b>
---	----------------

Substantiating details as required by Item 21 Schedule 1 are attached.

I declare that

- all wages and other entitlements including building industry superannuation and long service leave levies due have been paid to or on behalf of all employees of the Subcontractor
- all monies due to sub-subcontractors have been paid
- all insurances required to be maintained by the Subcontractor are in force.

.....(signature) for  
*Subcontractor*

**Distribution:** Original: Contractor  Copies: File  Other

**Note to Subcontractor:**  
This summary sheet should form the first page of your claim. Comprehensive details should be submitted with all progress claims

**SUBCONTRACTOR'S FORMS Sub 9**

**Australian Building Industry Contract (ABIC)**

**SW.SC 2008**

[Insert your company details here]

**FINAL CLAIM – SUMMARY SHEET**

**No:**

Project:

Project no:

Date issued:

**To Contractor:**

In accordance with the terms of the contract:

- 1. The original cost of building work was \$.....
- 2. The total adjustments to the cost of building work are \$.....
- 3. GST is \$.....
- 4. The final contract sum is (1 + 2 + 3) \$.....**
- 5. The total amount previously paid including GST is \$.....

<b>6. Amount of this claim including GST is (4 – 5)</b>	<b>\$.....</b>
---	----------------

Substantiating details are attached.

.....(signature) for  
*Subcontractor*

**Distribution:**    **Original:** Contractor     **Copies:**    File     Other

**Note to Subcontractor:**  
This summary sheet should form the first page of your final claim. Comprehensive details should be submitted with the claim.

**SUBCONTRACTOR'S FORMS Sub 10**

**Australian Building Industry Contract (ABIC)**

**SW.SC 2008**

[Insert your company details here]

---

**NOTICE OF START OR END OF DELAY**

**No:**

Project:

Project no:

Date issued:

---

**To Contractor:**

In accordance with clause L2 we advise that as of .....[insert date here] the subcontract works are being delayed / the delay in the subcontract works has ended [*delete where not applicable*].

The cause of the delay is as follows:

.....(signature) for

*Subcontractor*

**Distribution:**    **Original:** Contractor                     **Copies:**            File     Other

---

**Note to Subcontractor**

You must give notice within 2 working days of becoming aware of the start or end of a delay due to one of the causes in clause L1.

[Insert your company details here]

---

**NOTICE OF POSSESSION OF THE WORKS BEFORE PRACTICAL COMPLETION**

**No:**

Project:

Project no:

Date issued:

---

**To Contractor:**

As possession of the works was taken on ..... [insert date] by the owner, which is prior to practical completion, notification is hereby given under clause M9 that the works are deemed to have reached practical completion.

.....(signature) for  
*Subcontractor*

**Distribution:**    **Original:**    Contractor

**Copies:**            File     Other

**SUBCONTRACTOR'S FORMS Sub 12**

**Australian Building Industry Contract (ABIC)**

**SW.SC 2008**

[Insert your company details here]

---

**NOTIFICATION OF OFFICIAL DOCUMENT**

**No:**

Project:

Project no:

Date issued:

---

**To Contractor:**

In accordance with clause J5 we notify that we have received an official document from .....in respect of .....

Please provide a written instruction to address the official document.

A copy of the official document is attached.

.....(signature) for  
*Subcontractor*

---

**Distribution:**    **Original:** Contractor                     **Copies:**            File     Other

**Note to Subcontractor:**  
You must provide this notice to the contractor within 12 hours of receiving the official document.

[Insert your company details here]

---

**NOTICE OF SUBSTANTIAL COMPLETION**

**No:**

---

Project:

Project no:

Date issued:

---

**To Contractor:**

You are notified that the subcontract works have reached substantial completion as at..... *[insert date works reached substantial completion]*

A detailed list of defects and incomplete work indicating correction or completion is attached.

.....*(signature) for*

*Subcontractor*

**Distribution: Original:** Contractor

**Copies:** File  Other

---

**Note to Contractor:**

You are required to commence inspection of the works promptly

**SUBCONTRACTOR'S FORMS Sub 14**

Australian Building Industry Contract (ABIC)

**SW.SC 2008**

[Insert your company details here]

---

**NOTICE OF DISPUTE**

**No:**

Project:

Project no:

Date issued:

---

**To Contractor:**

In accordance with clause A8 you are notified that we wish to dispute the payment statement / notice / written decision / written assessment / failure to issue the following *[delete where not applicable]* as described below:

.....(signature) for  
*Subcontractor*

**Distribution:**    **Original:** Contractor                     **Copies:**            File     Other

---

**Note to Subcontractor**  
You must give this notice to the Contractor within 20 working days of receiving the payment statement, notice written decision or assessment or becoming aware of the failure of the contractor to issue something



**SUBCONTRACTOR'S FORMS Sub 15**

Australian Building Industry Contract (ABIC)

**SW.SC 2008**

[Insert your company details here]

---

**SUBCONTRACTOR'S NOTICE TO CONTRACTOR**

---

Project:

Project no:

Claim notice no:

Date issued:

---

**To Contractor:**

In accordance with clause .....you are notified as follows; *[insert details]:*

..... (signature) for  
*Subcontractor*

**Distribution:**    **Original:**    Contractor                     **Copies:**            File     Other

---

**Note to Contractor.**  
This form may be used for all notifications to the contractor including under clauses A2.2, B1, J2.3, F5, G3 & M6,

*[Insert your company details here]*

---

**P2 NOTICE OF DISPUTE**

---

Project:  
Project no:  
Claim notice no:  
Date issued:

---

**To Contractor**

In accordance with clause P2.1 you are notified of a dispute in respect of  
.....  
*[insert a description of the substance of the dispute]:*

You are required to meet with us within 5 working days after delivery of this notice to make a bona fide attempt to resolve the dispute.

..... (signature) for  
*Subcontractor*

**Distribution: Original:** Contractor       **Copies:** File  Other  .....

---

**SUBCONTRACTOR'S FORMS Sub 17**

**Australian Building Industry Contract (ABIC)**

**SW.SC 2008**

*[Insert your company details here]*

---

**NOTICE TO REMEDY DEFAULT**

**No:**

Project:

Project no:

Date issued:

---

**To contractor:**

In accordance with clause Q11 you are required to remedy the following default within 10 working days:

*[insert details of default]*

.....(signature) for  
*Subcontractor*

**Distribution:**    **Original:**    Contractor

**Copies:**            File     Other

[Insert your company details here]

---

**NOTICE OF SUSPENSION / TERMINATION**

**No:**

---

Project:

Project no:

Date issued:

---

**To contractor:**

In accordance with clause Q12 / Q13 /Q14 *[delete where not applicable]* you are notified that as you have not complied with *[insert details of default]* / as an insolvency event has occurred *[delete where not applicable]*

the subcontract is suspended / terminated. *[delete where not applicable]*

.....(signature) for  
*Subcontractor*

**Distribution:**    **Original:**    Contractor

**Copies:**            File     Other