

Payment Claim

TO (RESPONDENT'S NAME): _____

ABN (where applicable): _____

ACN (where applicable): _____

Address (ordinary place of business): _____

Phone number: _____ Fax number: _____

FROM (CLAIMANT'S NAME): _____

ABN (where applicable): _____

ACN (where applicable): _____

Address (ordinary place of business): _____

Phone number: _____ Fax number: _____

CONTRACT DETAILS:

Project: _____

Contract Number (where applicable): _____

Reference date (date when claimant can claim and to which claim is calculated): _____

(Please see http://www.adjudicate.com.au/SA/sa_reference_date.php for definition of *reference date*)

Total amount of this Payment Claim: \$ _____

The construction work or related goods and services in respect of which this Payment Claim is made and the method of calculation of the total amount of the claim are set out in the Attachment(s) to this Payment Claim.

Signed (Claimant): _____ Date: _____

ATTACHMENTS:

Details of Claim (attach other relevant documentation as required): _____

This is a Payment Claim made under the Building and Construction Industry Security of Payment Act 2009 (SA)

Payment Claim

Notes for guidance of the Claimant

1. The work or related goods or services in respect of which the Payment Claim is made must be detailed in the attachments. The attachments may include information supporting the claimed amount. Examples of such information are:
 - a. Statements detailing the extent of the work completed;
 - b. Completion certificates;
 - c. Delivery dockets;
 - d. Photographs;
 - e. Other Contract documentation requirements where applicable.
2. The Payment Claim must contain a statement along the lines of *'This is a Payment Claim made under the Building and Construction Industry Security of Payment Act 2009 (SA)'*
3. The Payment Claim may be served in accordance with the contract or may be served as provided under the Act (refer to s.34):
 - a) by delivering it to the person personally; or
 - b) by lodging it during normal office hours at the person's ordinary place of business; or
 - c) by sending it by post or fax addressed to the person's ordinary place of business; or
 - d) in such other manner as may be prescribed by the regulations for the purposes of s.34 of the Act; or
 - e) in such other manner as may be provided under the construction contract concerned.
4. The Payment Claim is not served until it is served on the respondent in the correct manner as detailed above. It is important that evidence of service is kept, for example, facsimile receipts or courier dockets.
5. If the respondent wishes to dispute liability to pay in whole or part the amount claimed, the respondent must serve upon the claimant a Payment Schedule within 15 business days after being served with a Payment Claim or a shorter period if prescribed under the contract.
6. If the respondent fails to serve a Payment Schedule within 15 business days after being served with a Payment Claim or a shorter time if prescribed under the contract, the respondent must pay the full amount of the Payment Claim on or before the due date for the progress payment to which the Payment Claim relates.
7. If the respondent does not pay the full amount by the due date as described in the above circumstance, the claimant has a right to apply for adjudication under the Act by serving a notice on the respondent under s.17(2) of the Act within 20 business days immediately following the due date for payment, of the claimant's intention to apply for adjudication of the Payment Claim.
8. Amounts paid in respect of a Payment Claim are taken to have been paid on account. It should be noted that payment does not constitute an admission by the respondent that work has been done or goods or services provided to the claimed value. An amount paid may have to be repaid if the claimant was not entitled to payment under the terms of the relevant construction contract.