

Payment Claim

Note: Under section 44(1) of the Act, "This Act does not apply to or in relation to a contract entered into before the commencement of this section." Contracts which were formed before 17 December 2009 may therefore not be adjudicated under the Act.

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/Tas/tas_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 (Tas).

Payment Claim

Notes for guidance of the Claimant

1. Note that under section 44(1) of the Act, *“This Act does not apply to or in relation to a contract entered into before the commencement of this section.”* Contracts which were formed before 17 December 2009 may therefore not be adjudicated under the Act.
2. 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 docket;
 - d. Photographs;
 - e. Other Contract documentation requirements where applicable.
3. 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 (Tas).’*
4. The Payment Claim may be served in accordance with the contract or may be served as provided under the Act:
 - i. given to the respondent; or
 - ii. left at, or sent by post to, the respondent’s postal or residential address or place or address of business or employment last known to the server of the notice or other document; or
 - iii. faxed to the respondent’s fax number; or
 - iv. emailed to the respondent’s email address, if the respondent has agreed to service by email; or
 - v. delivered to the respondent by another electronic method, if the respondent has agreed to service by the method.
5. 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 docket.
6. If the respondent wishes to dispute liability to pay in whole or part of the amount claimed, the respondent must serve upon the claimant a Payment Schedule within 10 business days after being served with a Payment Claim or a shorter period if prescribed under the contract, or, if the claim relates to a residential structure to be built on land and the respondent is the owner of the land and the respondent is not a building practitioner, the respondent must serve upon the claimant a Payment Schedule within 20 business days after being served with a Payment Claim.
7. If the respondent fails to serve a Payment Schedule within the specified time (see point 6 above), the respondent must pay the full amount of the Payment Claim. Payment is to be made on or before the due date as defined in the Act.
8. If the respondent does not pay the full amount by the due date, the claimant has a right to apply for adjudication under the Act.
9. 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.