



13	Reinforcing (if separate)					
14	Brickwork					
15						
16	<b>Carpentry</b>					
17	Subfloor framing and flooring					
18	Ground floor wall framing					
19	Midfloor framing and flooring					
20	Upperfloor wall framing					
21	Roof framing and trusses					
22	Carpentry sundry materials					
23	Carpentry labour					
24	Cladding - timber					
25	Exterior wall cladding other					
26	Fixings/fasteners/dpcs					
27	Hardware					
28						
29	Insulation - under floor					
30	Insulation - walls					
31	Insulation - ceiling					
32						
33	Ceiling linings					
34	Wall linings					
35	Stopping					
36						
37	Structural steel					
38	Metalwork					
39						
40	<b>Joinery</b>					
41	Internal stairs					
42	Internal balustrades/handrails					
43	Kitchen					
44	Vanities					
45	Cabinetry other					
46	Interior doors					
47	Exterior windows and doors					
48	Garage doors/openers					
49						
50	<b>Roofing &amp; waterproofing</b>					
51	Basement tanking					
52	Gutters and decks					
53	Waterproofing – interior wet areas					
54	Roof					
55	Fascia					
56	Spouting & downpipes					
57						
58						
59	<b>Services</b>					
60	Plumbing - under floor					
	<b>Trade</b>	<b>Contract value</b>	<b>% complete</b>	<b>Claim to date</b>	<b>Paid to Date</b>	<b>Total this claim</b>
61	Plumbing – first fix					
62	Plumbing – second fix					
63	Plumbing fittings					
64	HWC/solar water heater					
65	Water storage tanks					
66						
67	Gasfitting – first fix					
68	Gasfitting – second fix					
69	Gas Appliances					
70	Fireplace and flue					
71						
72	Electrical - mains					
73	Electrical - first fix					
74	Electrical - second fix					

75	Light fittings					
76	Garden lighting					
77	Electrical appliances					
78	Security - dwelling					
79	Security - property					
80	Home automation					
81	Home entertainment					
82	Lift					
83						
84	Drainage					
85	Septic tank/effluent field					
86	Detention tank					
87						
88	Painting & decorating - interior					
89	Painting & decorating - exterior					
90	Specialist coatings					
91						
92	Tiling - interior					
93	Tiling - decks					
94	Tiling – exterior other					
95						
96	Glazing/mirrors					
97						
98	Exterior balustrades/handrails					
99						
100	Flooring					
101	Floor sanding/preparation					
102	Flooring - timber					
103	Flooring - vinyl					
104	Flooring - carpet					
105						
106	Landscaping					
107	Driveway and paving					
108	Fencing					
109	Retaining walls					
110	Landscaping - hard					
111	Landscaping - soft					
112	Pool					
113						
114						
115						
116						
<b>SUBTOTAL</b>		\$		\$	\$	\$
<b>ADD CONTRACTOR'S MARGIN</b>		\$		\$	\$	\$
<b>TOTAL BASE CONTRACT 'A'</b>		\$		\$	\$	\$

<b>MONETARY ALLOWANCES (Supporting documents attached)</b>						
<b>PRIME COSTS SUMS</b>						
<b>Item</b>		<b>Contract value</b>	<b>% complete</b>	<b>Claim to date</b>	<b>Paid to Date</b>	<b>Total this claim</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
<b>SUBTOTAL</b>		\$		\$	\$	\$
<b>ADD CONTRACTOR'S MARGIN</b>		\$		\$	\$	\$
<b>TOTAL PRIME COST SUMS 'B'</b>		\$		\$	\$	\$

MONETARY ALLOWANCES (Supporting documents attached)						
PROVISIONAL SUMS						
Item		Contract value	% complete	Claim to date	Paid to Date	Total this claim
1						
2						
3						
4						
5						
6						
7						
8						
9		\$		\$	\$	\$
10		\$		\$	\$	\$
<b>TOTAL PROVISIONAL SUMS 'C'</b>		\$		\$	\$	\$

VARIATIONS (Supporting documents attached)						
Item		Contract value	% complete	Claim to date	Paid to Date	Total this claim
V1						
V2						
V3						
V4						
V5						
V6						
V7						
V8						
V9						
V10						
<b>SUBTOTAL</b>		\$		\$	\$	\$
<b>ADD CONTRACTOR'S MARGIN</b>		\$		\$	\$	\$
<b>TOTAL VARIATIONS 'D'</b>		\$		\$	\$	\$

<b>S U M M A R Y</b>	Total Base Contract	Total 'A'	\$
	Total Prime Cost Sums	Total 'B'	\$
	Total Provisional Sums	Total 'C'	\$
	Total Variations	Total 'D'	\$
	SUBTOTAL (excluding GST)		\$
	Add GST		\$
	<b>TOTAL AMOUNT OF THIS PAYMENT CLAIM INCLUDING GST</b>		<b>\$</b>

### Important Notice

You have been served with a payment claim under section 20 of the Construction Contracts Act 2002 (**the Act**). Under the Act, the person who has served the payment claim is called the **payee**.

If you do not respond to the payment claim promptly, you may lose your right to object to the payment claim.

You may choose to respond to the payment claim in either of the following 2 ways:

- you may pay the payee the amount claimed in the payment claim in full on or before the due date:

*or*

- if you object to the payment claim, you may provide a written payment schedule to the payee, which must identify the payment claim to which it relates and indicate what you are prepared to pay (which can be nothing). The amount you so indicate is called the **scheduled amount**. If the scheduled amount is less than the claimed amount, the payment schedule must indicate—
  - (a) how you calculated the scheduled amount; and
  - (b) your reason or reasons for the difference between the scheduled amount and the claimed amount; and
  - (c) in a case where the difference is because you are withholding payment on any basis, your reason or reasons for withholding payment.

You must provide the payment schedule to the payee within the time required by the construction contract or, if the construction contract does not set out a time for responding to the payment claim, then within 20 working days after the payment claim is served on you. If you provide a payment schedule in this way, then you must pay the scheduled amount in full on or before the due date for the progress payment to which the payment claim relates.

### **Consequences of not responding to payment claim**

If you do not respond to the payment claim by paying the claimed amount in full or providing a payment schedule that sets out the amount you are prepared to pay, then you will become liable to pay the claimed amount and the payee may recover from you, as a debt due, in the appropriate court, the unpaid portion of the claimed amount and the actual and reasonable costs of recovery awarded against you by the court.

### **Consequences of indicating that you will pay nothing or less than claimed amount**

If you do respond to the payment claim by providing a payment schedule but indicate in the schedule that you are prepared to pay nothing or an amount less than the claimed amount, the payee may take issue with you doing so. The payee may bring court proceedings against you and refer the matter as a dispute for adjudication under the Act.

### **Consequences of not paying scheduled amount in manner indicated by payment schedule**

If you do respond to the payment claim by providing a payment schedule but do not pay the scheduled amount on or before the due date for the progress payment to which the payment claim relates, the payee may recover from you, as a debt due, in the appropriate court, the unpaid portion of the scheduled amount and the actual and reasonable costs of recovery awarded against you by the court.

### **Advice to Residential Occupier**

**Important: If you do not understand this information or if you want advice about how best to respond to the payment claim, you should consider getting legal advice immediately.**

The **due date** for a progress payment is the date agreed for payment of the progress payment between you and the payee as parties to the construction contract. The due date should be set out in the payment claim. **Working day** does not include Saturdays, Sundays, any day during 24 December to 5 January inclusive, national holidays, or the anniversary of the relevant province. If the last day for making a payment or providing a payment schedule falls on a day that is not a working day, you may do so on the next working day after that day.