

THIS IS A PAYMENT CLAIM MADE UNDER THE CONSTRUCTION CONTRACTS ACT 2002

FROM: **Name (Contractor/PAYEE)**
[Redacted]
Contact Person/Representative
[Redacted]
Address
[Redacted]
Ph **Email**
[Redacted] [Redacted]

TO: **Name (Owner/Principal/PAYER)**
[Redacted]
Contact Person/Representative
[Redacted]
Address
[Redacted]
Ph **Email**
[Redacted] [Redacted]

A PAYMENT CLAIM MADE IN RELATION TO THE FOLLOWING CONSTRUCTION CONTRACT:

Project
[Redacted]
Location of Project
[Redacted]
Description of construction work
[Redacted]

Date of this Payment Claim [Redacted] **Payment Claim No.** [Redacted]

Claim Period: From [Redacted] **To** [Redacted]

Claimed Amount Inclusive of GST \$ [Redacted] **Due date for payment** [Redacted]

Bank Account Number for payment by direct credit [Redacted]

CLAIM DETAILS:

Item	Trade	Contract value	% complete	Claim to date	Paid to Date	Total this claim
1	P&G					
2	Demolition					
3	Earthworks					
4						
5	<u>Concrete</u>					
6	Foundations - timber					
7	Foundations - concrete					
8	Piling					
9	Blockwork					
10	Insitu walls/panels					
11	Precast panels					
12	Floor slab					

13	Reinforcing (if separate)					
14	Brickwork					
15						
16	Carpentry					
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	Joinery					
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	Roofing & waterproofing					
51	Basement tanking					
52	Gutters and decks					
53	Waterproofing – interior wet areas					
54	Roof					
55	Fascia					
56	Spouting & downpipes					
57						
58						
59	Services					
60	Plumbing - under floor					
	Trade	Contract value	% complete	Claim to date	Paid to Date	Total this claim
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						
SUBTOTAL		\$		\$	\$	\$
ADD CONTRACTOR'S MARGIN		\$		\$	\$	\$
TOTAL BASE CONTRACT 'A'		\$		\$	\$	\$

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

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						
SUBTOTAL		\$		\$	\$	\$
ADD CONTRACTOR'S MARGIN		\$		\$	\$	\$
TOTAL VARIATIONS 'D'		\$		\$	\$	\$

S U M M A R Y	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		\$
	TOTAL AMOUNT OF THIS PAYMENT CLAIM INCLUDING GST		\$

IMPORTANT NOTICE

What is this?

This notice is attached to a claim for a payment (a **payment claim**) under the Construction Contracts Act 2002 (the **Act**).

The person who sent this payment claim (the **claimant**) is claiming to be entitled to a payment for, or in relation to, the construction work carried out to date under a construction contract.

Whether that person is entitled to a payment, and how much they are entitled to, will depend on whether you have a construction contract and what you have agreed between yourselves about payments. If you haven't agreed on payments, there are default provisions in the Act.

What should I do with this payment claim?

You can either—

- pay the amount claimed in the payment claim (in full) on or before the due date for payment; or
- if you dispute the payment claim, send the claimant a written payment schedule that complies with section 21 of the Act (a **payment schedule**) stating the amount you are prepared to pay instead (which could be nothing).

The *due date* for a payment is the date agreed between you and the claimant. That due date must be set out in the payment claim. If you haven't agreed on a due date, then the Act says that a payment is due within 20 working days after the payment claim is served on you. (For the purposes of the Act, a **working day** is any day other than a Saturday, a Sunday, a public holiday, or any day from 24 December to 5 January.)

When do I have to act?

You should act promptly. Otherwise, you may lose the right to object.

What if I do nothing?

If you don't pay the amount claimed by the due date for payment or send a payment schedule indicating what you will pay instead, the claimant can go to court to recover the unpaid amount from you as a debt owed. In addition, the court may decide that you have to pay the claimant's costs for bringing the court case.

Can I say that I will not pay, or pay less than, the claimed amount?

Yes, by sending a written payment schedule.

Note: If you do not send a written payment schedule, the claimant can bring court proceedings against you or refer the matter to adjudication (or both).

How do I say I will not pay, or pay less than, the claimed amount?

To say that you will pay nothing or indicate what you will pay instead, you must send the claimant a written payment schedule.

You must indicate the amount that you are prepared to pay, which could be nothing. This amount is called the **scheduled amount**.

If the scheduled amount is less than the claimed amount, you must explain in the payment schedule—

- how you calculated the scheduled amount; and

- why the scheduled amount is less than the claimed amount; and
- your reason or reasons for not paying the full amount claimed.

Note: The written payment schedule must also state which payment claim the payment schedule relates to.

Note: If you state in the payment schedule that you will pay less than the claimed amount or pay nothing at all, the claimant may refer the dispute about how much is owing for adjudication.

How long do I have?

You must send a payment schedule by the date agreed in the contract or, if no date was agreed, within 20 working days after the payment claim was served on you.

If I say I will pay another amount instead, when do I have to pay it?

You must still pay the scheduled amount by the due date for payment.

What if I don't pay the scheduled amount when I say I will?

If you send a payment schedule but do not pay the scheduled amount by the due date, the claimant can go to court to recover the unpaid amount from you as a debt owed or refer the matter to adjudication (or both).

Note: A court may also require you to pay the claimant's costs.

Advice

Important: If there is anything in this notice that you do not understand or if you want advice about what to do, you should consult a lawyer immediately.