



National Construction Industry Security of Payment Legislation

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	New South Wales ⁱ	Queensland ⁱⁱ	Victoria ⁱⁱⁱ	South Australia ^{iv}	Tasmania ^v	Australian Capital Territory ^{vi}	Western Australia ^{vii}	Western Australia – Yet to commence ^{viii}	Northern Territory ^{ix}
What entitlement exists for a party to make a claim for payment?	Payment for construction work carried out (or related goods and services supplied) under a construction contract . ¹	From each reference date, payment for construction work carried out (or related goods and services supplied) under a construction contract . ²	Payment for construction work carried out (or related goods and services supplied) under a construction contract on or from each reference date. However, this excludes: <ul style="list-style-type: none"> any amount relating to a non-claimable variation; any amount (other than a claimable variation) claimed under the contract for compensation due to the happening of an event; any amount for damages; an amount in relation to an amount arising at law; or any amount of a class prescribed by the regulations.³ 	Payment for construction work carried out (or related goods and services supplied) under a construction contract on or from each reference date. ⁴	Payment for construction work carried out (or related goods and services supplied) under a construction contract on or from each reference date. ⁵	Payment for construction work carried out (or related goods and services supplied) under a construction contract on or from each reference date. ⁶	An amount in relation to the performance or non-performance by the contractor of its obligations under the contract, including expired or terminated construction contracts . ⁷	Payment for construction work carried out (or related goods and services supplied) under a construction contract . ⁸	An amount in relation to the performance or non-performance by the contractor of its obligations under the contract, including expired or terminated construction contracts. ⁹
What is a ‘construction contract’ for the purposes of the legislation?	A contract or other arrangement under which one party undertakes to carry out construction work for, or supply related goods and services to, another party. ¹⁰	A contract, agreement, or other arrangement under which one party undertakes to carry out construction work for, or supply related goods and services to, another party. ¹¹	A contract or other arrangement under which one party undertakes to carry out construction work for, or supply related goods and service to, another party. ¹²	A contract or other arrangement under which one party undertakes to carry out construction work for, or supply related goods and services to, another party. ¹³	A contract or other arrangement under which one party undertakes to carry out construction work for, or supply related goods and services to, another party. ¹⁴	A contract or other arrangement under which one party undertakes to carry out construction work for, or supply related goods and service to, another party. ¹⁵	A contract or other arrangement under which a person undertakes to carry out construction work for, supply related goods and services to, provide professional services related to the construction work for, or provide on-site services related to the construction work for, another person. ¹⁶	A contract, agreement or other arrangement under which one party undertakes to carry out construction work , or to supply related goods and services , for another party, but does not apply to construction contracts for home building works if: ¹⁷ <ul style="list-style-type: none"> the principal is an individual; the is not carried out on multiple dwellings or for the purposes of a residential development 	A contract or other arrangement under which a person undertakes to carry out construction work for, supply related goods and services to, provide professional services related to the construction work for, or provide on-site services related to the construction work for, another person. ¹⁸

ⁱ Building and Construction Industry Security of Payment Act 1999 (‘NSW’) – for contracts entered into after 21 October 2019

ⁱⁱ Building Industry Fairness (Security of Payment) Act 2017 (‘QLD’).

ⁱⁱⁱ Building and Construction Industry Security of Payment Act 2002 (‘Vic’).

^{iv} Building and Construction Industry Security of Payment Act 2009 (‘SA’).

^v Building and Construction Industry Security of Payment Act 2009 (‘Tas’).

^{vi} Building and Construction Industry (Security of Payment) Act 2009 (‘ACT’).

^{vii} Construction Contracts Act 2004 (‘WA’) – to be renamed Construction Contracts (Former Provisions) Act 2004.

^{viii} Building and Construction Industry (Security of Payment) Act 2021 (‘WA’) – commencement date not yet proclaimed but planned by the Department of Mines, Industry Regulation and Safety to apply to new contracts by 1 August 2022.

^{ix} Construction Contracts (Security of Payments) Act 2004 (‘NT’).

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								business for the principal; <ul style="list-style-type: none"> the contract value is less than \$500,000; and the contract is not between a head contractor and a subcontractor or between two subcontractors. 	
What is ‘construction work’?	Construction work includes any of the following: ¹⁹ <ul style="list-style-type: none"> the construction, alteration, repair, restoration, maintenance, extension, demolition or dismantling of building, structures, or any works forming (or to form) part of land (walls, roadworks, powerlines, telecommunication apparatus, aircraft runways, docks, harbours, railways, inland waterways, pipelines, reservoirs, water mains, wells, sewers, industrial plant, and installations for purposes of land drainage or coast protection); the installation in any building, structure or works of fittings (forming or to form part of land) (including heating, lighting, air-conditioning, ventilation, power supply, drainage, sanitation, water supply, fire protection, security and communications systems); any operation that is an integral part of, is preparatory for, or is for rendering complete, any of the 	Construction work has the same definition as NSW but also includes: ²⁰ <ul style="list-style-type: none"> building work within the meaning of the <i>Queensland Building and Construction Commission Act 1991</i>; and testing soil and road making materials. 	Construction work has the same definition as NSW. ²¹	Construction work has the same definition as NSW. ²²	Construction work has substantially the same definition as NSW but also includes: ²³ <ul style="list-style-type: none"> the erection, re-erection, adding to, underpinning or removal of buildings, or structures forming (or to form) part of land; for the construction, alteration, repair, restoration, maintenance, extension, demolition or dismantling of any works forming (or to form) part of land, road infrastructure, energy infrastructure, telecommunications facilities, aviation landing facilities, railway infrastructure, marine infrastructure, water/sewer infrastructure, drainage infrastructure, structures erected to support or protect horticultural or forestry products, and structures to allow persons access to sites where agricultural, horticultural, forestry, tourist or mining activities are carried out); and the installation, alteration or removal of passenger and 	Construction work has the same definition as NSW but also includes building work within the meaning of the <i>Building Act 2004</i> . ²⁴	Construction work includes any of the following work on a site in WA: ²⁵ <ul style="list-style-type: none"> reclaiming, draining or preventing the movement or erosion of land; installing, altering, repairing, restoring, maintaining, extending, dismantling, or removing, any works, apparatus, fittings, machinery, or plant associated with any work referred to in the point above; constructing, or fixing/installing fittings on, the whole or part of any civil works or a building or structure (forming or to form part of the land or sea bed (whether or not in WA)); altering, repairing, restoring, maintaining, extending, dismantling, demolishing, or removing anything in the point above; any operation that forms an integral part of, or is preparatory to, any of the above (i.e. site clearing, earthmoving, excavation, tunnelling, laying 	Construction work has substantially the same definition as NSW except: ²⁶ <ul style="list-style-type: none"> instead of ‘any works’ the definition applies to ‘civil works’ (i.e. roads, railways, bridges, airport runways, waterways, electricity lines, water and sewage pipelines, dams, tunnels and any associated works or structures); excludes the prefabrication of parts. 	Construction work includes any of the following on a site in NT: ²⁷ <ul style="list-style-type: none"> reclaiming, draining or preventing the movement or erosion of land; installing, altering, repairing, restoring, maintaining, extending, dismantling, or removing, any works, apparatus, fittings, machinery, or plant associated with any work referred to in the point above; constructing, or fixing/installing fittings on, the whole or part of any civil works or a building or structure (forming or to form part of the land or sea bed (whether or not in NT)); altering, repairing, restoring, maintaining, extending, dismantling, demolishing, or removing anything in the point above; any operation that forms an integral part of, or is preparatory to, any of the above (i.e. site clearing, earthmoving, excavation, tunnelling, laying

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	<p>above (site clearance, earth-moving, excavation, tunnelling, boring, laying foundations, erecting, maintaining or dismantling scaffolding, prefabrication of parts, site restoration, landscaping or the provision of roadways);</p> <ul style="list-style-type: none"> external or internal cleaning of buildings, structures and works, so far as it is carried out in the course of their construction, alteration, repair, restoration, maintenance or extension; painting or decorating surfaces of any building, structure or works; and any other work prescribed by regulation. 				goods lifts in any building, structure or works (forming or to form part of land).		<p>foundations, erecting/dismantling scaffolding, painting, decorating or landscaping);</p> <p>any other work prescribed by regulation.</p>		<p>foundations, erecting/dismantling scaffolding, cleaning, painting, decorating or landscaping);</p> <ul style="list-style-type: none"> any other work prescribed by regulation.
What are ‘related goods and services’?	<p>Related goods and services means: ²⁸</p> <ul style="list-style-type: none"> materials and components to form part of a building, structure or work arising from construction work; plant or materials (including where supplied by sale, hire or otherwise) for use in connection with carrying out construction work; labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration or landscape advisory services relating to 	<p>Related goods and services means: ²⁹</p> <ul style="list-style-type: none"> materials and components to form part of a building, structure or work arising from construction work; plant or materials (including where supplied by sale, hire or otherwise) for use in connection with carrying out construction work; labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration or landscape advisory 	<p>Related goods and services means: ³⁰</p> <ul style="list-style-type: none"> materials and components to form part of a building, structure or work arising from construction work; plant or materials (including where supplied by sale, hire or otherwise) for use in connection with carrying out construction work; labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration or 	<p>Related goods and services means: ³¹</p> <ul style="list-style-type: none"> materials and components to form part of a building, structure or work arising from construction work; plant or materials (including where supplied by sale, hire or otherwise) for use in connection with carrying out construction work; labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration or 	<p>Related goods and services means: ³²</p> <ul style="list-style-type: none"> materials and components to form part of a building, structure or work arising from construction work; plant or materials (including where supplied by sale, hire or otherwise) for use in connection with carrying out construction work; labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration or landscape advisory services relating to 	<p>Related goods and services means: ³³</p> <ul style="list-style-type: none"> materials and components to form part of a building, structure or work arising from construction work; plant or materials (including where supplied by sale, hire or otherwise) for use in connection with carrying out construction work; labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration or 	<p>Related goods and services means: ³⁴</p> <ul style="list-style-type: none"> materials and components to form part of construction work; fittings for civil works or a building or structure that will form part of land or sea bed; plant or materials (including where supplied by sale, hire or otherwise) for use in connection with carrying out construction work; goods prescribed by regulation to be related to construction work; and <p>services provided by a profession and that relate directly to construction work (i.e. surveying,</p>	<p>Related goods and services means: ³⁵</p> <ul style="list-style-type: none"> materials and components to form part of a building, structure, civil work or other thing arising from construction work; plant or materials (including where supplied by sale, hire or otherwise) for use in connection with carrying out construction work; labour to carry out construction work; professional services that relate directly to construction work or the assessment of its feasibility (i.e. surveying, planning, architectural or design); and 	<p>Related goods and services means: ³⁶</p> <ul style="list-style-type: none"> materials and components to form part of construction work; fittings for civil works or a building or structure that will form part of land or sea bed; plant or materials (including where supplied by sale, hire or otherwise) for use in connection with carrying out construction work; goods prescribed by regulation to be related to construction work; services provided by a profession and that relate directly to construction work (i.e. surveying,

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	<ul style="list-style-type: none"> construction work; and goods and services relating to construction work, as prescribed by regulation. 	<ul style="list-style-type: none"> services relating to construction work; soil testing services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<ul style="list-style-type: none"> landscape advisory services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<ul style="list-style-type: none"> landscape advisory services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<ul style="list-style-type: none"> construction work; and goods and services relating to construction work, as prescribed by regulation. 	<ul style="list-style-type: none"> landscape advisory services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<ul style="list-style-type: none"> planning, costing, testing, architectural, design, engineering and project management services) but excluding accounting, financial or legal services. 	<ul style="list-style-type: none"> goods and services relating to construction work, as prescribed by regulation. 	<ul style="list-style-type: none"> planning, costing, testing, architectural, design, engineering and project management services) but excluding accounting, financial or legal services; and services provided by a profession and prescribed by regulation to be professional services related to construction work.
What is not ‘construction work’?	<p>Construction work does not include:³⁷</p> <ul style="list-style-type: none"> the drilling for, or extraction of, oil or natural gas; the extraction, whether by underground or surface working, of minerals (including tunnelling or boring) or constructing underground works for that purpose; or any other work prescribed by regulation as not construction work. 	<p>Construction work does not include:³⁸</p> <ul style="list-style-type: none"> the drilling for, or extraction of, oil or natural gas; or the extraction, whether by underground or surface working, of minerals (including tunnelling or boring) or constructing underground works for that purpose. 	<p>Construction work does not include:³⁹</p> <ul style="list-style-type: none"> the drilling for, or extraction of, oil or natural gas; the extraction, whether by underground or surface working, of minerals (including tunnelling or boring) or constructing underground works for that purpose; or any other work prescribed by regulation as not construction work. 	<p>Construction work does not include:⁴⁰</p> <ul style="list-style-type: none"> the drilling for, or extraction of, oil or natural gas; the extraction, whether by underground or surface working, of minerals (including tunnelling or boring) or constructing underground works for that purpose; or any other work prescribed by regulation as not construction work. 	<p>Construction work does not include:⁴¹</p> <ul style="list-style-type: none"> the drilling for, or extraction of, oil or natural gas; the extraction, whether by underground or surface working, of minerals (including tunnelling or boring) or constructing underground works for that purpose; or any other work prescribed by regulation as not construction work. 	<p>Construction work does not include:⁴²</p> <ul style="list-style-type: none"> the drilling for, or extraction of, oil or natural gas; the extraction, whether by underground or surface working, of minerals (including tunnelling or boring) or constructing underground works for that purpose; or any other work prescribed by regulation as not construction work. 	<p>Construction work does not include:⁴³</p> <ul style="list-style-type: none"> drilling for discovering or extracting oil or natural gas (whether on land or not); construction of a shaft, pit or quarry, or drilling for the purposes of discovering or extracting any mineral bearing or other substance; fabricating or assembling items of plant used for extracting or processing oil, natural gas or any derivative of natural gas, or any mineral bearing or other substance; constructing the whole or part of any watercraft; or <p>any other work prescribed by regulation as not construction work.</p>	<p>Construction work does not include:⁴⁴</p> <ul style="list-style-type: none"> drilling for discovering or extracting oil or natural gas (whether on land or not); construction of a shaft, pit or quarry, or drilling for the purposes of discovering or extracting any mineral bearing or other substance; constructing or fitting out the whole or any part of a watercraft; or any other work prescribed by regulation as not construction work. 	<p>Construction work does not include:⁴⁵</p> <ul style="list-style-type: none"> drilling for discovering or extracting oil or natural gas (whether on land or not); construction of a shaft, pit or quarry, or drilling for the purposes of discovering or extracting any mineral bearing or other substance; constructing the whole or part of any watercraft; or any other work prescribed by regulation as not construction work.
Time for payment claim	<p>Within the later of:⁴⁶</p> <ul style="list-style-type: none"> the period worked out under the contract; or 12 months after the construction work (or related goods and 	<p>Within the later of:⁴⁸</p> <ul style="list-style-type: none"> the period worked out under the contract; 6 months after the construction work (or related goods and 	<p>Within the later of:⁵¹</p> <ul style="list-style-type: none"> the period stated under the contract; or 3 months after the reference date to which the payment claim relates. 	<p>Within the later of:⁵³</p> <ul style="list-style-type: none"> the period stated under the contract; or 6 months after the construction work to which the claim 	<p>Within:⁵⁵</p> <ul style="list-style-type: none"> the period stated under the contract; or 12 months after the construction work (or related goods or services) to which 	<p>Within the later of:⁵⁷</p> <ul style="list-style-type: none"> the period stated under the contract; or 12 months after the reference date to which the payment claim relates. 	<p>If the contract does not provide for a time, at any time after the contractor’s obligations have been performed.⁵⁹</p>	<p>Within the later of:⁶⁰</p> <ul style="list-style-type: none"> the period worked out under the contract; 6 months after the construction work (or related goods and 	<p>If the contract does not provide for a time, at any time after the contractor’s obligations have been performed.⁶³</p>

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	<p>services) were last carried out.</p> <p>Unless the contract specifically provides for it, claims are to be made monthly and, if not otherwise stated, on and from the last day of each month.⁴⁷</p>	<p>services) were last carried out; or</p> <ul style="list-style-type: none"> for a final payment claim only, the later of:⁴⁹ <ul style="list-style-type: none"> the period under the construction contract; 6 months after the completion of all construction work or supply of related goods and services; or 28 days after the end of the defects liability period. <p>Unless the contract specifically provides for it, claims are to be made monthly and, if not otherwise stated, on and from the last day of each month.⁵⁰</p>	<p>Unless the contract specifically provides for it, claims are to be made monthly and, if not otherwise stated, on and from the last day of each month.⁵²</p>	<p>relates was last carried out.</p> <p>Unless the contract specifically provides for it, claims are to be made monthly and, if not otherwise stated, on and from the last day of each month.⁵⁴</p>	<p>the payment claim relates was last carried out.</p> <p>Unless the contract specifically provides for it, claims are to be made monthly and, if not otherwise stated, on and from the last day of each month.⁵⁶</p>	<p>Unless the contract specifically provides for it, claims are to be made monthly and, if not otherwise stated, on and from the last day of each month.⁵⁸</p>		<p>services) were last carried out; or</p> <ul style="list-style-type: none"> for a final payment claim only, the later of:⁶¹ <ul style="list-style-type: none"> the period under the construction contract; 6 months after the completion of all construction work or supply of related goods and services; or 28 days after the end of the defects liability period. <p>Unless the contract specifically provides for an earlier date, payment claims can be made monthly on and from the last day of each month.⁶²</p>	
What must be included in a payment claim	<p>A payment claim must:⁶⁴</p> <ul style="list-style-type: none"> identify the construction work carried out or goods and services supplied; state the amount claimed to be payable; state that it is made under the Act; and if the claimant is a head contractor, include a 'supporting statement' that subcontractors have been paid. 	<p>A payment claim must:⁶⁵</p> <ul style="list-style-type: none"> be in writing; identify the construction work carried out or goods and services supplied; state the amount claimed to be payable; and requests payment of that amount (stating the word 'invoice' will satisfy this requirement); if the claimant is a head contractor, include a 'supporting statement' that subcontractors have been paid (Maximum penalty of 100 penalty units if the statement is not supplied, but it will not affect the validity 	<p>The payment claim must:⁶⁷</p> <ul style="list-style-type: none"> be in the prescribed form; contain the prescribed information; identify the construction work (or related goods and services) to which the payment claim relates; indicate the amount claimed to be due; and state that it is under this Act. 	<p>The payment claim must:⁶⁸</p> <ul style="list-style-type: none"> identify the construction work (or related goods and services) to which the payment claim relates; indicate the amount claimed to be due; and state that it is under this Act. 	<p>The payment claim must:⁶⁹</p> <ul style="list-style-type: none"> be in writing; be addressed to the person on who it is being served; state the name of the claimant; identify the construction work (or related goods and services) to which the payment claim relates; indicate the amount claimed to be due; include any prescribed details; and state that it is under this Act. 	<p>The payment claim must:⁷⁰</p> <ul style="list-style-type: none"> identify the construction work (or related goods and services) to which the payment claim relates; indicate the amount claimed to be due; and state that it is under this Act. 	<p>If the contract does not provide for requirements, the payment claim must:⁷¹</p> <ul style="list-style-type: none"> be in writing; be addressed to the party to which the claim is made; state the name of the claimant; state the date; be signed by the claimant; indicate the amount claimed to be due; for a claim by the contractor, identify the construction work (or related goods and services) to which the payment claim relates is sufficient detail for the principal to assess the claim; and 	<p>If the contract does not provide for requirements, the payment claim must:⁷²</p> <ul style="list-style-type: none"> be in writing; be in the approved form; indicate the amount claimed to be due; identify the items and quantities of construction work (or related goods and services) to which the payment claim relates; state that it is made under this Act; and if given to the principal for home building work over \$500,000,⁷³ include a homeowner's notice. 	<p>If the contract does not provide for requirements, the payment claim must:⁷⁴</p> <ul style="list-style-type: none"> be in writing; be addressed to the party to which the claim is made; state the name of the claimant; state the date of the claim; for a claim by the contractor, identify the construction work (or related goods and services) to which the payment claim relates; for a claim by the principal, state the basis for the claim; and indicate the amount claimed to be due;

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		of the payment claim). ⁶⁶					<ul style="list-style-type: none"> for a claim by the principal, state the basis for the claim in sufficient detail for the contractor to assess the claim; <p>be given to the party to which the claim is made.</p>		<ul style="list-style-type: none"> be given to the party which the claim is made.
Time for payment	<p>Unless stated in the contract:⁷⁵</p> <ul style="list-style-type: none"> where a head contractor is claiming from the principal (other than under an exempt residential construction contract), 15 business days; where a subcontractor is claiming (excluding exempt residential work), 20 business days; and where a subcontractor is claiming exempt residential work, 10 business days. 	<p>A payment claim is payable on:⁷⁶</p> <ul style="list-style-type: none"> if the contract states a date, that date; or if not provided for, 10 business days after payment claim is made. 	<p>A payment claim is payable on:⁷⁷</p> <ul style="list-style-type: none"> if the contract states a date, that date; or if not provided for, 10 business days after payment claim is made. 	<p>A payment claim is payable on:⁷⁸</p> <ul style="list-style-type: none"> if the contract states a date, that date; or if not provided for, 15 business days after payment claim is made. 	<p>If the payment claim relates to a residential structure, the respondent is the owner of the land and not a building practitioner, within the later of:⁷⁹</p> <ul style="list-style-type: none"> the time stated in the contract; or 20 business days after the payment claim is served on the respondent. <p>In any other case, within the earlier of:⁸⁰</p> <ul style="list-style-type: none"> the time stated in the contract; or 10 business days after the payment claim is served on the respondent. 	<p>A payment claim is payable on:⁸¹</p> <ul style="list-style-type: none"> if the contract states a date, that date; or if not provided for, 10 business days after payment claim is made. 	<p>If the contract does not state a time for payment, the full amount is to be paid within 28 days of receiving the payment schedule, unless a notice of dispute is given to the claimant.⁸²</p> <p>A provision in the contract requiring payment to be made more than 42 days after the payment claim is made must be read as amended to require the payment to be made within 42 days.⁸³</p>	<p>Unless the contract states otherwise, if the payment claim relates to home building work, the payment claim is payable within 10 business days.⁸⁴</p> <p>In any other case, a payment claim is payable on the earlier of:⁸⁵</p> <ul style="list-style-type: none"> the time stated in the contract; or where a head contractor is claiming from the principal, 20 business days; or <p>where a subcontractor is claiming (excluding exempt residential work), 25 business days.</p>	<p>If the contract does not state a time for payment, the full amount is to be paid within 20 working days of receiving the payment schedule, unless a notice of dispute is given to the claimant.⁸⁶</p> <p>A provision in the contract requiring payment to be made more than 30 working days after the payment claim is made must be read as amended to require the payment to be made within 30 working days.⁸⁷</p>
Time for payment schedule	<p>Within the earlier of:⁸⁸</p> <ul style="list-style-type: none"> the time required by the contract; or 10 business days of receiving the payment claim. 	<p>Within the earlier of:⁸⁹</p> <ul style="list-style-type: none"> the time required by the contract; or 15 business days from receiving the payment claim. 	<p>Within the earlier of:⁹⁰</p> <ul style="list-style-type: none"> the time required by the contract; or 10 business days of receiving the payment claim. 	<p>Within the earlier of:⁹¹</p> <ul style="list-style-type: none"> the time required by the contract; or 15 business days of receiving the payment claim. 	<p>If the claim relates to a residential structure, the respondent is the owner of the land and not a building practitioner, within the later of:⁹²</p> <ul style="list-style-type: none"> the time stated in the contract; or 20 business days after the payment claim is served on the respondent. <p>In any other case, within the earlier of:⁹³</p> <ul style="list-style-type: none"> the time stated in the contract; or 10 business days after the payment 	<p>Within the earlier of:⁹⁴</p> <ul style="list-style-type: none"> the time required by the contract; or 10 business days of receiving the payment claim. 	-	<p>Within the earlier of:⁹⁵</p> <ul style="list-style-type: none"> the time required by the contract; or 15 business days after the payment claim is made. 	-

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What must be included in a payment schedule	<p>A payment schedule must:⁹⁶</p> <ul style="list-style-type: none"> identify the payment claim it relates to; identify the amount (if any) the respondent proposes to pay; and if the scheduled amount is less than the amount claimed, provide reasons for withholding payment. 	<p>A payment schedule must:⁹⁷</p> <ul style="list-style-type: none"> identify the payment claim it responds to; identify the amount (if any) the respondent proposes to pay; and if the scheduled amount is less than the amount claimed, provide reasons for withholding payment. 	<p>The payment schedule must:⁹⁸</p> <ul style="list-style-type: none"> identify the payment claim it relates to; identify the amount (if any) the respondent proposes to pay; identify any excluded amounts; be in the prescribed form; contain the prescribed information; if the scheduled amount is less than the amount claimed, provide reasons for withholding payment. 	<p>The payment schedule must:⁹⁹</p> <ul style="list-style-type: none"> identify the payment claim it relates to; identify the amount (if any) the respondent proposes to pay; and if the scheduled amount is less than the amount claimed, provide reasons for withholding payment. 	<p>claim is served on the respondent.</p> <p>The payment schedule must:¹⁰⁰</p> <ul style="list-style-type: none"> identify the payment claim it relates to; identify the amount (if any) the respondent proposes to pay; if the scheduled amount is less than the amount claimed, provide reasons for withholding payment. 	<p>The payment schedule must:¹⁰¹</p> <ul style="list-style-type: none"> identify the payment claim it relates to; identify the amount (if any) the respondent proposes to pay; if the scheduled amount is less than the amount claimed, provide reasons for withholding payment. 	-	<p>The payment schedule must:¹⁰²</p> <ul style="list-style-type: none"> be in writing; be in the approved form (if any); identify the payment claim it relates to; indicate the amount (if any) the respondent proposes to pay; and if the respondent proposes to make payment of a lesser amount, does not propose to make any payment, or proposes to withhold payment, indicate this proposal and the respondent's reasons. 	-
Consequence of not paying and/or not serving a payment schedule	<p>If the respondent fails to give a payment schedule, then the respondent becomes liable to pay the full amount claimed.¹⁰³</p> <p>The claimant may proceed to adjudication or recover the unpaid amount in a court as a debt owing.¹⁰⁴</p> <p>The claimant must first give the respondent a notice within 20 business days of the due date for payment of their intention to proceed to adjudication. The respondent then has 5 business days to serve the payment schedule.¹⁰⁵</p>	<p>If the respondent fails to give a payment schedule, then the respondent becomes liable to pay the full amount claimed to the claimant.¹⁰⁶</p> <p>It is also an offence for a respondent not to provide a payment schedule if the full amount is not paid by the due date. The maximum penalty is 100 penalty units and may also be grounds for disciplinary action under the <i>Queensland Building and Construction Commission Act 1991</i>.¹⁰⁷</p> <p>If the amount owed is not paid on or before the due date for the progress payment, the claimant may proceed to adjudication or recover the unpaid amount in a court as a debt owing.¹⁰⁸</p>	<p>If the respondent fails to give a payment schedule, the respondent becomes liable to pay the full amount claimed.¹⁰⁹</p> <p>The claimant may proceed to adjudication or recover the unpaid amount in a court as a debt owing.¹¹⁰</p> <p>Where no payment schedule was provided, the claimant can only make an adjudication application if the claimant has notified the respondent within 10 business days immediately following the due date for payment of their intention to apply for adjudication, and the respondent has been given 2 business days' notice to provide a payment schedule.¹¹¹</p>	<p>If the respondent fails to give a payment schedule, the respondent becomes liable to pay the full amount claimed.¹¹²</p> <p>The claimant may proceed to adjudication or recover the unpaid amount in a court as a debt owing.¹¹³</p> <p>The claimant must first give the respondent a notice within 20 business days of the due date for payment of their intention to proceed to adjudication. The respondent then has 5 business days to serve the payment schedule.¹¹⁴</p>	<p>The respondent becomes liable to pay the full amount claimed.¹¹⁵</p> <p>The claimant may proceed to adjudication or recover the unpaid amount in a court as a debt owing.¹¹⁶</p> <p>The claimant must first give the respondent a notice within 20 business days of the due date for payment of their intention to proceed to adjudication. The respondent then has 5 business days to serve the payment schedule.¹¹⁷</p>	<p>The respondent becomes liable to pay the full amount claimed.¹¹⁸</p> <p>The claimant may proceed to adjudication or recover the unpaid amount in a court as a debt owing.¹¹⁹</p> <p>The claimant must first give the respondent a notice within 20 business days of the due date for payment of their intention to proceed to adjudication. The respondent then has 5 business days to serve the payment schedule.¹²⁰</p>	-	<p>If the respondent fails to give a payment schedule within the time provided, the respondent becomes liable to pay the full amount claimed.¹²¹</p> <p>The claimant may proceed to adjudication or recover the unpaid amount in a court as a debt owing.¹²²</p> <p>The claimant must first give the respondent a notice within 20 business days of the due date for payment of their intention to proceed to adjudication. The respondent then has 5 business days to serve the payment schedule.¹²³</p>	-
Consequence of failing to pay claimant in	The claimant may proceed to adjudication	The claimant may either proceed to adjudication	The claimant may proceed to adjudication	The claimant may proceed to adjudication	The claimant may proceed to adjudication	The claimant may proceed to adjudication	-	The claimant may either proceed to adjudication	-

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accordance with the payment schedule	or recover the unpaid amount in a court as a debt owing. ¹²⁴	or recover the unpaid amount in a court as a debt owing. ¹²⁵ A maximum penalty of 100 penalty units applied for failure to pay the scheduled amount by the due date for the progress payment. ¹²⁶	or recover the unpaid amount in a court as a debt owing. ¹²⁷	or recover the unpaid amount in a court as a debt owing. ¹²⁸	or recover the unpaid amount in a court as a debt owing. ¹²⁹	or recover the unpaid amount in a court as a debt owing. ¹³⁰		or recover the unpaid amount in a court as a debt owing. ¹³¹	
Time for notice of dispute	-	-	-	-	-	-	If the contract does not provide for a time, within 14 days of receiving the payment claim. ¹³²	-	If the contract does not provide for a time, within 10 working days of receiving the payment claim. ¹³³
What must be included in a notice of dispute	-	-	-	-	-	-	If the contract does not provide for requirements, the notice of dispute must: ¹³⁴ <ul style="list-style-type: none"> • be in writing; • be addressed to the claimant; • state the name of the party giving notice; • state the date of the notice; • be signed by the party giving notice; • identify the payment claim it relates to; • identify the amount (if any) the respondent proposes to pay; and if the scheduled amount is less than the amount claimed, provide reasons for withholding payment.	-	If the contract does not provide for requirements, the notice of dispute must: ¹³⁵ <ul style="list-style-type: none"> • be in writing; • be addressed to the claimant; • state the name of the claimant; • state the date; • identify the payment claim it relates to; • be signed by the party giving notice; • identify the amount (if any) the respondent proposes to pay; and • if the amount is less than the amount claimed, provide reasons for withholding payment.
Consequence of not serving a notice of dispute	-	-	-	-	-	-	The claimant may proceed to adjudication if the respondent fails to pay the full amount. ¹³⁶	-	The claimant may proceed to adjudication if the respondent fails to pay the full amount. ¹³⁷
Who can lodge an adjudication application	The claimant. ¹³⁸	The claimant. ¹³⁹	The claimant. ¹⁴⁰	The claimant. ¹⁴¹	The claimant. ¹⁴²	The claimant. ¹⁴³	Any party to the contract may apply for adjudication under the Act. ¹⁴⁴	The claimant. ¹⁴⁵	Any party to the contract may apply for adjudication under the Act. ¹⁴⁶ Parties to a high value construction contract may agree to have a payment dispute adjudicated other than under the Act if the contract contains a dispute resolution mechanism in

	New South Wales ⁱ	Queensland ⁱⁱ	Victoria ⁱⁱⁱ	South Australia ^{iv}	Tasmania ^v	Australian Capital Territory ^{vi}	Western Australia ^{vii}	Western Australia – Yet to commence ^{viii}	Northern Territory ^{ix}
Time for adjudication application	<p>Within: ¹⁴⁸</p> <ul style="list-style-type: none"> 10 business days after the payment schedule, if the scheduled amount is less than the claimed amount; 20 business days after the due date for payment, if the respondent has failed to pay the scheduled amount; or if no payment schedule has been provided within 5 business days of the notice of intention to proceed with adjudication, 10 business days. 	<p>Within: ¹⁴⁹</p> <ul style="list-style-type: none"> 30 business days after the payment schedule, if the scheduled amount is less than the claimed amount in the payment claim; 20 business days after the due date for payment, if the respondent has failed to pay the scheduled amount; or 30 business days after the later of the due date for payment, or the last day the respondent could have provided a payment schedule. 	<p>Where a payment schedule was provided but some or all of the amount is not paid, an application for adjudication must be made within 10 business days of receiving the payment schedule.</p> <p>Where no payment schedule has been provided, the claimant can only make an adjudication application within 5 business days of the end of the 2 business day period the respondent was given to provide a payment schedule. ¹⁵⁰</p>	<p>Within: ¹⁵¹</p> <ul style="list-style-type: none"> 15 business days after the payment schedule, if the scheduled amount is less than the claimed amount; 20 business days after the due date for payment, if the respondent has failed to pay the scheduled amount; or if no payment schedule has been provided within 5 business days of the notice of intention to proceed with adjudication, 15 business days. 	<p>Where a payment schedule was provided but the scheduled amount is less than the claimed amount, an application for adjudication must be made within 10 business days of receiving the payment schedule.</p> <p>Where a payment schedule was provided but the amount is not paid, an application for adjudication must be made within 20 business days of receiving the payment schedule.</p> <p>Where no payment schedule has been provided, the claimant can make an application within 10 business days of the end of the 5 business days period after receiving the notice of intention to apply for adjudication. ¹⁵²</p>	<p>Where a payment schedule was provided but the scheduled amount is less than the claimed amount, an application for adjudication must be made within 10 business days of receiving the payment schedule.</p> <p>Where a payment schedule was provided but the amount is not paid, an application for adjudication must be made within 20 business days of receiving the payment schedule.</p> <p>Where no payment schedule has been provided, the claimant can make an application within 10 business days of the earlier of:</p> <ul style="list-style-type: none"> 5 business days period after receiving the notice of intention to apply for adjudication; or the claimant receiving the payment schedule. ¹⁵³ 	<p>A party must, within 90 business days after the dispute arises: ¹⁵⁴</p> <ul style="list-style-type: none"> prepare a written application; serve it on each party to the contract; and <p>serve it upon an adjudicator or appointer.</p>	<p>Within 20 business days of: ¹⁵⁵</p> <ul style="list-style-type: none"> the due date for payment of the claimed or scheduled amount; the receipt of a payment schedule if it has a lesser amount or no amount proposed to be paid by the respondent; or if no payment schedule was provided within the 5 business days after the claimant's notice of intention to proceed with adjudication. 	<p>accordance with the Regulations. ¹⁴⁷</p> <p>Within 65 working days of a payment dispute arising, the party making the application must: ¹⁵⁶</p> <ul style="list-style-type: none"> prepare a written application; serve it on each party to the contract; and serve it upon an adjudicator or appointer.
Time for adjudication response	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁵⁷</p> <p>Within the later of: ¹⁵⁸</p> <ul style="list-style-type: none"> 5 business days after receiving the adjudication application; or 2 business days after receiving the adjudicator's acceptance of the application. 	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁵⁹</p> <p>For a standard payment claim, within the later of:</p> <ul style="list-style-type: none"> 10 business days after receiving the adjudication application; or 7 business days after receiving the adjudicator's acceptance of the application. 	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁶²</p> <p>Within the later of: ¹⁶³</p> <ul style="list-style-type: none"> 5 business days after receiving the adjudication application; or 2 business days after receiving the adjudicator's acceptance of the application. 	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁶⁴</p> <p>Within the later of: ¹⁶⁵</p> <ul style="list-style-type: none"> 5 business days after receiving the adjudication application; or 2 business days after receiving the adjudicator's acceptance of the application. 	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁶⁶</p> <p>Within the later of: ¹⁶⁷</p> <ul style="list-style-type: none"> 10 business days after receiving the adjudication application; or 5 business days after receiving the adjudicator's acceptance of the application. 	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁶⁸</p> <p>Within the later of: ¹⁶⁹</p> <ul style="list-style-type: none"> 7 business days after receiving the adjudication application; or 5 business days after receiving the adjudicator's acceptance of the application. 	<p>Within 10 business days after the date on which a party is served with an adjudication application. ¹⁷⁰</p>	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁷¹</p> <p>An adjudication response may be given by the respondent within 10 business days after receiving the adjudication application. ¹⁷²</p>	<p>Within 15 working days after the party is served with the adjudication application. ¹⁷³</p>

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		<p>For a complex payment claim, within the later of:</p> <ul style="list-style-type: none"> • 15 business days after receiving the adjudication application; or • 12 business days after receiving the adjudicator's acceptance of the application. <p>For a complex payment claim, the respondent may apply to the adjudicator for an extension of up to 15 business days to provide a response.¹⁶⁰</p> <p>In this Act a complex payment claim is a payment claim for more than \$750,000.¹⁶¹</p>								
Can new reasons be raised in an adjudication response	No. ¹⁷⁴	No. ¹⁷⁵	Yes. Any new reasons which were not included in the payment schedule must be included in a notice from the adjudicator to the claimant. The notice must state that the claimant has 2 business days to lodge a response to those reasons to the adjudicator. ¹⁷⁶	No. ¹⁷⁷	No. ¹⁷⁸	No. ¹⁷⁹	Yes. All the submissions or information the party responding to the application relies on can be included in the response. ¹⁸⁰	No. ¹⁸¹	Yes. All the submissions or information the party responding to the application relies on can be included in the response. ¹⁸²	
Time for adjudication decision	<p>Within 10 business days of:¹⁸³</p> <ul style="list-style-type: none"> • the adjudicator accepting the adjudication application; • the respondent's lodgement of an adjudication response; or • if no response was lodged, the final date for which a response could have been lodged. <p>The parties may agree in writing to extend this timeframe.</p>	<p>For standard payment claims, 10 business days after the response date.</p> <p>For complex payment claims, 15 business days after the response date.</p> <p>Where 'response date' is</p> <ul style="list-style-type: none"> • the date on which the adjudicator receives an adjudication response;; • the last day on which one could be given; <u>or</u> • if the respondent is not entitled to lodge an adjudication response, the last 	<p>Within:¹⁸⁶</p> <ul style="list-style-type: none"> • 10 business days after the date on which the adjudicator accepts the application; or • any further time of up to 15 business days after that date, to which the claimant agrees. 	<p>Within 10 business days of:¹⁸⁷</p> <ul style="list-style-type: none"> • the respondent's lodgement of an adjudication response; • if no response was lodged, the final date for which a response could have been lodged; • if the respondent is not entitled to lodge an adjudication response, the date the respondent receives the adjudication application 	<p>Within 10 business days of:¹⁸⁸</p> <ul style="list-style-type: none"> • the respondent's lodgement of an adjudication response; • if no response was lodged but a payment schedule was, the final date for which a response could have been lodged; • if the respondent did not lodge a payment schedule in relation to the payment claim, the date the adjudicator accepted the application 	<p>If the respondent is entitled to make an adjudication response, 10 business days after the earlier of:¹⁸⁹</p> <ul style="list-style-type: none"> • the respondent's lodgement of an adjudication response; or • the final date for which a response could have been lodged. <p>If the respondent was not entitled to lodge an adjudication response, 10 business days after the respondent receives</p>	<p>Within 10 business days after:¹⁹⁰</p> <ul style="list-style-type: none"> • the date on which the adjudicator is served the adjudication response; or • the last date on which a response is required to be served. <p>The adjudicator may, with the consent of the parties, extend the time for making a determination.</p>	<p>Within 10 business days of:¹⁹¹</p> <ul style="list-style-type: none"> • the respondent's lodgement of an adjudication response; • if no response was lodged but a payment schedule was, the final date for which a response could have been lodged; or • if the respondent did not lodge a payment schedule in relation to the payment claim, the date the adjudicator was appointed; 	<p>Within:¹⁹³</p> <ul style="list-style-type: none"> • 10 working days after the date on which the adjudication response is served; or • if no response was served, 10 working days after the last day on which a response could have been served. <p>The adjudicator may, without the consent of the parties, extend this time by up to 5 working days if the adjudicator is satisfied it is necessary.</p>	

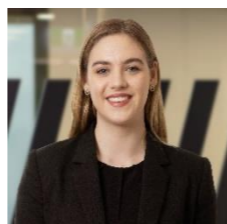
	New South Wales ⁱ	Queensland ⁱⁱ	Victoria ⁱⁱⁱ	South Australia ^{iv}	Tasmania ^v	Australian Capital Territory ^{vi}	Western Australia ^{vii}	Western Australia – Yet to commence ^{viii}	Northern Territory ^{ix}
		<p>day on which the respondent could have lodged a response if it had been entitled to.¹⁸⁴</p> <p>The parties may agree (in writing) to extend this timeframe.</p> <p>The adjudicator may extend this timeframe if it relates to a complex payment claim and no agreement about an extension has been reached by the claimant and respondent.¹⁸⁵</p>		or any other timeframe the claimant and respondent agree to.	or any other timeframe the claimant and respondent agree to.	<p>a copy of the adjudication application.</p> <p>Otherwise within any other timeframe the claimant and respondent agree to may apply.</p>		or any other extension to the timeframe of up to 20 business days that the claimant and respondent agree to. ¹⁹²	
Payment of adjudicated amount	On or before 5 business days after the adjudicator's decision being given to the respondent, or a later date if the adjudicator decides. ¹⁹⁴	Payment must be made on or before 5 business days from the adjudicator's decision being given to the respondent, or a later date if the adjudicator decides.	On or before 5 business days after the adjudicator's decision is given to the respondent, or a later date if the adjudicator decides. ¹⁹⁵	On or before 5 business days after the adjudicator's decision is given to the respondent, or a later date if the adjudicator decides. ¹⁹⁶	On or before 5 business days after the adjudicator's decision is given to the respondent, or a later date if the adjudicator decides. ¹⁹⁷	On or before 5 business days after the adjudicator's decision is given to the respondent, or a later date if the adjudicator decides. ¹⁹⁸	On or before the date determined by the adjudicator. ¹⁹⁹	On or before 5 business days after the adjudicator's decision is given to the respondent, or a later date if the adjudicator decides. ²⁰⁰	On or before the date determined by the adjudicator. ²⁰¹
Consequences of failing to pay claimant the adjudicated amount (other than suspension of the works – refer below)	The adjudication certificate may be filed as a judgement for a debt in any court of competent jurisdiction. ²⁰²	<p>It is an offence not to pay the adjudicated amount within this timeframe. The maximum penalty is 200 penalty units.²⁰³</p> <p>If the respondent fails to pay the amount due the claimant may file the adjudication certificate as a judgement for a debt in any court of competent jurisdiction.²⁰⁴</p> <p>If payment is not made by the respondent the claimant may make a 'payment withholding request' to a higher party in the contractual chain (including a financier), provided that the higher party is not a resident owner. This will oblige that higher party to retain an amount sufficient to cover payment of the adjudicated amount from a related amount payable to the respondent, until the adjudicated amount is paid to the claimant or</p>	The adjudication certificate may be filed as a judgement for a debt in any court of competent jurisdiction. ²⁰⁷	The adjudication certificate may be filed as a judgement for a debt in any court of competent jurisdiction. ²⁰⁸	The adjudication certificate may be filed as a judgement for a debt in any court of competent jurisdiction. ²⁰⁹	The adjudication certificate may be filed as a judgement for a debt in any court of competent jurisdiction. ²¹⁰	The determination may be filed in a court of competent jurisdiction to recover the amount as a debt if not paid. ²¹¹	The adjudication determination may be filed as a monetary judgement in a court of competent jurisdiction. ²¹²	The determination may be filed in a court of competent jurisdiction to recover the amount as a debt if not paid. ²¹³

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		the adjudication decision or requirement to withhold the amount is set-aside by a court. ²⁰⁵ Where the owner of the Site is the respondent or a related entity of the respondent, and the claimant is a head contractor, a charge may be placed over the site as a security interest to secure payment of the adjudicated amount, and an order for sale of the property to realise the adjudicated amount can be sought. ²⁰⁶							
Claimant's right to suspend if not paid	<p>If the respondent does not pay:²¹⁴</p> <ul style="list-style-type: none"> the payment claim amount (and no payment schedule was given); the scheduled amount; or the adjudicated amount, <p>the claimant may suspend the works on 2 business days' notice, until 3 business days after the claimant receives payment for the amount due. The notice must state it is being made under this Act.²¹⁵</p> <p>The respondent will be liable for any loss of damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.</p>	<p>If the respondent does not pay:²¹⁶</p> <ul style="list-style-type: none"> the payment claim amount (and no payment schedule was given); the scheduled amount; or the adjudicated amount, <p>the claimant may suspend the works on 2 business days' notice, until 3 business days after the claimant receives payment for the amount due. The notice must state it is being made under this Act.²¹⁷</p> <p>The respondent will be liable for any loss of damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.</p>	<p>If the respondent does not pay:²¹⁸</p> <ul style="list-style-type: none"> the payment claim amount (and no payment schedule was given); the scheduled amount; or the adjudicated amount, <p>the claimant may suspend the works on 3 business days' notice, until 3 business days after the claimant receives payment for the amount due. The notice must state it is being made under this Act.²¹⁹</p> <p>The respondent will be liable for any loss of damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.</p>	<p>If the respondent does not pay:²²⁰</p> <ul style="list-style-type: none"> the payment claim amount (and no payment schedule was given); the scheduled amount; or the adjudicated amount, <p>the claimant may suspend the works on 2 business days' notice, until 3 business days after the claimant receives payment for the amount due. The notice must state it is being made under this Act.²²¹</p> <p>The respondent will be liable for any loss of damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.</p>	<p>If the respondent does not pay:²²²</p> <ul style="list-style-type: none"> the payment claim amount (and no payment schedule was given); the scheduled amount; or the adjudicated amount, <p>the claimant may suspend the works on 2 business days' notice, until 3 business days after the claimant receives payment for the amount due. The notice must state it is being made under this Act.²²³</p> <p>The respondent will be liable for any loss of damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.</p>	<p>If the respondent does not pay:²²⁴</p> <ul style="list-style-type: none"> the payment claim amount (and no payment schedule was given); the scheduled amount; or the adjudicated amount, <p>the claimant may suspend the works on 2 business days' notice, until 3 business days after the claimant receives payment for the amount due.</p> <p>Where payment was not made in accordance with the payment schedule, the notice must state it is being made under this Act.²²⁵</p> <p>The respondent will be liable for any loss of damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.</p>	<p>If the respondent does not pay the adjudicated amount,²²⁶</p> <p>the claimant may suspend the works on 3 business days' notice, until 3 business days after the claimant receives payment for the amount due.</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.</p>	<p>If the respondent does not pay:²²⁷</p> <ul style="list-style-type: none"> the payment claim amount (and no payment schedule was given); the scheduled amount; or the adjudicated amount, <p>the claimant may suspend the works on 2 business days' notice, until 3 business days after the claimant receives payment for the amount due. The notice must state it is being made under this Act.</p> <p>The respondent will be liable for any loss of damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.²²⁸</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.²²⁹</p>	<p>If the respondent does not pay the adjudicated amount, the claimant may suspend the works on 3 working days' notice, until 3 working days after the claimant receives payment for the amount due.²³⁰</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.</p>

For further information or construction/infrastructure project dispute resolution assistance, please contact:



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- ¹ s 8 (NSW).
² s 70 (QLD).
³ s 9(1), 10B (Vic).
⁴ s 8 (SA).
⁵ s 12(1) (Tas).
⁶ s 10(1) (ACT).
⁷ s 16, Sch 1 5(1) (WA).
⁸ s 17(1) (WA).
⁹ s 7A(1) (NT).
¹⁰ s 4 (NSW).
¹¹ s 64 (QLD).
¹² s 4 (Vic).
¹³ s 4 (SA).
¹⁴ s 4 (Tas).
¹⁵ s 3 (ACT).
¹⁶ s 3 (WA).
¹⁷ s 5, 10(1) (WA).
¹⁸ s 5 (NT).
¹⁹ s 5(1) (NSW).
²⁰ s 65(1),(2) (QLD).
²¹ s 5(1) (Vic).
²² s 5(1) (SA).
²³ s 5(1) (Tas).
²⁴ s 7(1) (ACT).
²⁵ s 4(2) (WA).
²⁶ s 6 (WA).
²⁷ s 6(1) (NT).
²⁸ s 6 (NSW).
²⁹ s 66 (QLD).
³⁰ s 6 (Vic).
³¹ s 6(1) (SA).
³² s 6(1) (Tas).
³³ s 8 (ACT).
³⁴ s 5(1),(2) (WA).
³⁵ s 7 (WA).
³⁶ s 7 (NT).
³⁷ s 5(2) (NSW).
³⁸ s 65(3) (QLD).
³⁹ s 5(2) (Vic).
⁴⁰ s 5(2) (SA).
⁴¹ s 5(2) (Tas).
⁴² s 7(1) (ACT).
⁴³ s 4(3),(4) (WA).
⁴⁴ s 6(3) (WA).
⁴⁵ s 6(2) (NT).
⁴⁶ s 13(4) (NSW).

⁴⁷ s 13(1A),(1B) (NSW).
⁴⁸ s 75 (2) (QLD).
⁴⁹ s 75 (3) (QLD).
⁵⁰ s 70, 67 (QLD).
⁵¹ s 14(5) (Vic).
⁵² s 9 (Vic).
⁵³ s 13(4) (SA).
⁵⁴ s 8, 4 (SA).
⁵⁵ s 17(6) (Tas).
⁵⁶ s 12, 4 (Tas).
⁵⁷ s 15(4) (ACT).
⁵⁸ s 10(1),(3) (ACT).
⁵⁹ s 15, Sch 1 4(1) (WA).
⁶⁰ s 23(4) (WA).
⁶¹ s 23(5) (WA).
⁶² s 23(2) (WA).
⁶³ s 18, Sch 1 4(1) (NT).
⁶⁴ s 13(2),(7) (NSW).
⁶⁵ s 68 (QLD).
⁶⁶ s 75(5B) (QLD).
⁶⁷ s 14(2) (Vic).
⁶⁸ s 13(2) (SA).
⁶⁹ s 17(2) (Tas).
⁷⁰ s 15(2) (ACT).
⁷¹ s 16, Sch 1 5(2) (WA).
⁷² s 24 (WA).
⁷³ s 10(1)(c) (WA).
⁷⁴ s 19, Sch 1 5(1) (NT).
⁷⁵ s 11 (1A)-(1C) (NSW).
⁷⁶ s 73 (QLD).
⁷⁷ s 12(1) (Vic).
⁷⁸ s 11(1) (SA).
⁷⁹ s 15(1),(2), 19(3)(a) (Tas).
⁸⁰ s 15(1),(2), 19(3)(b) (Tas).
⁸¹ s 13(1) (ACT).
⁸² s 17, Sch 1 7(3)(b) (WA).
⁸³ s 10 (WA).
⁸⁴ s 20(3) (WA).
⁸⁵ s 20(1),(2) (WA).
⁸⁶ s 20, Sch 1 6(2)(b) (NT).
⁸⁷ s 13 (NT).
⁸⁸ s 14(4) (NSW).
⁸⁹ s 76 (QLD).
⁹⁰ s 15(4) (Vic).
⁹¹ s 14(4) (SA).
⁹² s 19(2),(3)(a) (Tas).

⁹³ s 19(2),(3)(b) (Tas).
⁹⁴ s 16(4) (ACT).
⁹⁵ s 25(1) (WA).
⁹⁶ s 14(2),(3) (NSW).
⁹⁷ s 69 (QLD).
⁹⁸ s 15(2) (Vic).
⁹⁹ s 14(2),(3) (SA).
¹⁰⁰ s 18 (Tas).
¹⁰¹ s 16(2),(3) (ACT).
¹⁰² s 25(2),(3) (WA).
¹⁰³ s 14(4) (NSW).
¹⁰⁴ s 15(2) (NSW).
¹⁰⁵ s 17(2) (NSW).
¹⁰⁶ s 77 (QLD).
¹⁰⁷ s 76 (QLD).
¹⁰⁸ s 78(2) (QLD).
¹⁰⁹ s 15(4) (Vic).
¹¹⁰ s 16(2) (Vic).
¹¹¹ s 18(2) (Vic).
¹¹² s 14(4) (SA).
¹¹³ s 15(2) (SA).
¹¹⁴ s 17(2) (SA).
¹¹⁵ s 19(2) (Tas).
¹¹⁶ s 19(5) (Tas).
¹¹⁷ s 21(4) (Tas).
¹¹⁸ s 16(4) (ACT).
¹¹⁹ s 17(2) (ACT).
¹²⁰ s 19(2) (ACT).
¹²¹ s 26 (WA).
¹²² s 27(2) (WA).
¹²³ s 28(2) (NT).
¹²⁴ s 16(2) (NSW).
¹²⁵ s 78(2) (QLD).
¹²⁶ s 76(3) (QLD).
¹²⁷ s 17(2) (Vic).
¹²⁸ s 16(2) (SA).
¹²⁹ s 20(2) (Tas).
¹³⁰ s 18(2) (ACT).
¹³¹ s 27(2) (WA).
¹³² s 17, Sch 1 7(1) (WA).
¹³³ s 20, Sch 1 6(2)(a) (NT).
¹³⁴ s 17, Sch 1 7(2) (WA).
¹³⁵ s 20, Sch 1 6(3) (NT).
¹³⁶ s 6(1), 25 (WA).
¹³⁷ s 8, 27 (NT).
¹³⁸ s 17(1) (NSW).

¹³⁹ s 79(1) (QLD).
¹⁴⁰ s 18(1) (Vic).
¹⁴¹ s 17(1) (SA).
¹⁴² s 21(1) (Tas).
¹⁴³ s 19(1) (ACT).
¹⁴⁴ s 25 (WA).
¹⁴⁵ s 28(1) (WA).
¹⁴⁶ s 27 (NT).
¹⁴⁷ s 10A (NT).
¹⁴⁸ s 17(3)(c)-(e) (NSW).
¹⁴⁹ s 79(2)(b) (QLD).
¹⁵⁰ s 18(3)(c)-(e) (Vic).
¹⁵¹ s 17(3)(c)-(e) (SA).
¹⁵² s 21(3),(4) (Tas).
¹⁵³ s 19(3)(b)-(d) (ACT).
¹⁵⁴ s 26(1) (WA).
¹⁵⁵ s 28(4),(1),(2) (WA).
¹⁵⁶ s 28(1) (NT).
¹⁵⁷ s 20(2A) (NSW).
¹⁵⁸ s 20(1) (NSW).
¹⁵⁹ s 82(2) (QLD).
¹⁶⁰ s 83(1)-(3) (QLD).
¹⁶¹ s 64 (QLD).
¹⁶² s 21(2A) (Vic).
¹⁶³ s 21(1) (Vic).
¹⁶⁴ s 20(3) (SA).
¹⁶⁵ s 20(1) (SA).
¹⁶⁶ s 23(1) (Tas).
¹⁶⁷ s 23(2) (Tas).
¹⁶⁸ s 22(3) (ACT).
¹⁶⁹ s 22(1) (ACT).
¹⁷⁰ s 27(1) (WA).
¹⁷¹ s 34(1) (WA).
¹⁷² s 34(1) (WA).
¹⁷³ s 29(1) (NT).
¹⁷⁴ s 20(2B) (NSW).
¹⁷⁵ s 82(4) (QLD).
¹⁷⁶ s 21(2B) (Vic).
¹⁷⁷ s 20(4) (SA).
¹⁷⁸ s 23(4) (Tas).
¹⁷⁹ s 22(4) (ACT).
¹⁸⁰ s 27(2)(c) (WA).
¹⁸¹ s 34(3) (WA).
¹⁸² s 29(2)(c) (NT).
¹⁸³ s 21(3) (NSW).
¹⁸⁴ s 85 (QLD).

¹⁸⁵ s 86 (QLD).
¹⁸⁶ s 22(4) (Vic).
¹⁸⁷ s 21(3) (SA).
¹⁸⁸ s 24(1) (Tas).
¹⁸⁹ s 22(3) (ACT).
¹⁹⁰ s 31 (WA).
¹⁹¹ s 37(2) (WA).
¹⁹² s 37(3) (WA).
¹⁹³ s 33(1)(b)(ii),(2B),(3) (NT).
¹⁹⁴ s 23 (NSW).
¹⁹⁵ s 28M (Vic).
¹⁹⁶ s 23 (SA).
¹⁹⁷ s 26(1) (Tas).
¹⁹⁸ s 25 (ACT).
¹⁹⁹ s 31(2)(b)(ii) (WA).
²⁰⁰ s 52(1) (WA).
²⁰¹ s 41(1) (NT).
²⁰² s 25 (NSW).
²⁰³ s 90 (QLD).
²⁰⁴ s 93(1) (QLD).
²⁰⁵ s 97B, 97C (QLD).
²⁰⁶ s 100B (QLD).
²⁰⁷ s 28R(1) (Vic).
²⁰⁸ s 25(1) (SA).
²⁰⁹ s 27(1) (Tas).
²¹⁰ s 27(1) (ACT).
²¹¹ s 43(2) (WA).
²¹² s 53(1) (WA).
²¹³ s 45(1) (NT).
²¹⁴ s 27 (NSW).
²¹⁵ s 16(3),17(3) (NSW).
²¹⁶ s 98 (QLD).
²¹⁷ s 78(4) (QLD).
²¹⁸ s 29 (Vic).
²¹⁹ s 16(3),17(3) (Vic).
²²⁰ s 28 (SA).
²²¹ s 15(3),16(3) (SA).
²²² s 29 (Tas).
²²³ s 19(6),20(3) (Tas).
²²⁴ s 29 (ACT).
²²⁵ s 18(3) (ACT).
²²⁶ s 42 (WA).
²²⁷ s 62(1),(3),(5) (WA).
²²⁸ s 63(2) (WA).
²²⁹ s 63(4) (WA).
²³⁰ s 44 (NT).