



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 – New contracts from August 2022 ^{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 arising under or in connection with the construction contract; any amount in relation to a claim arising at law other than under the construction contract; 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, which can be made by the contractor to the principal or the principal to the contractor 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 services 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 services to, another party. ¹⁵	A contract or other agreement (whether in writing or not) 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	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	A contract (whether or not in writing) under which a person has one or more of the following obligations: <ul style="list-style-type: none"> carrying out construction work, supplying of construction work related goods,

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 (Former Provisions) Act 2004 ('WA') – previously the Construction Contracts Act 2004.

^{viii} Building and Construction Industry (Security of Payment) Act 2021 ('WA') – applies to contracts entered into on or after 1 August 2022.

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

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							related to the construction work for, another person. ¹⁶	<ul style="list-style-type: none"> the principal is an individual; the work is not carried out on multiple dwellings or for the purposes of a residential development business for the principal; the contract value is less than \$500,000 (or any greater amount prescribed by relevant regulations); and the contract is not between a head contractor and a subcontractor or between two subcontractors. 	<ul style="list-style-type: none"> providing professional services, or on-site services related to the construction work.¹⁸
What is 'construction work'?	<p>Construction work includes any of the following:¹⁹</p> <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 and 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- 	<p>Construction work has the same definition as NSW but also includes:²⁰</p> <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. 	<p>Construction work has the same definition as NSW.²¹</p>	<p>Construction work has the same definition as NSW.²²</p>	<p>Construction work has substantially the same definition as NSW but also includes:²³</p> <ul style="list-style-type: none"> the erection, re-erection, adding to, underpinning or removal of buildings, or structures forming, or are to form, part of land; for the construction, alteration, repair, restoration, maintenance, extension, removal, demolition or dismantling of any works forming, or to form, part of land, including walls, road infrastructure, energy infrastructure and telecommunications facilities, aviation landing facilities and railway infrastructure, marine infrastructure, water/sewer infrastructure, drainage infrastructure, dams and canals and 	<p>Construction work has the same definition as NSW but also includes:²⁴</p> <ul style="list-style-type: none"> light rail (as well as other railways), and building work within the meaning of the <i>Building Act 2004</i>. 	<p>Construction work includes any of the following work on a site in WA:²⁵</p> <ul style="list-style-type: none"> reclaiming, draining or preventing the movement or erosion of land; installing, altering, repairing, restoring, maintaining, extending, dismantling, demolishing, 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 it is permanent and whether or not it is in WA)); altering, repairing, restoring, maintaining, 	<p>Construction work has substantially the same definition as NSW except:²⁶</p> <ul style="list-style-type: none"> instead of 'any works' the definition applies to 'civil works' which includes roads, railways (including light rail), bridges, airport runways, waterways, electricity lines, water and sewage pipelines, dams, tunnels and any associated works or structures; 	<p>Construction work includes any of the following on a site in NT:²⁷</p> <ul style="list-style-type: none"> reclaiming, draining or preventing the movement or erosion of land; installing, altering, repairing, restoring, maintaining, extending, dismantling, demolishing, 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,

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	<p>conditioning, ventilation, power supply, drainage, sanitation, water supply, fire protection, security and communications systems);</p> <ul style="list-style-type: none"> any operation that is an integral part of, is preparatory for, or is for rendering complete, any of the above (including site clearance, earthmoving, excavation, tunnelling, boring, laying of foundations, erecting, maintaining or dismantling scaffolding, prefabrication of parts, site restoration, landscaping or the provision of roadways); external or internal cleaning of buildings, structures and works, so far as it is carried out in the course of construction, alteration, repair, restoration, maintenance or extension; painting or decorating surfaces of any building, structure or works; and any other work prescribed by regulation. 				<p>installations for the purposes of irrigation, land drainage or coast or river protection, structures erected to support or protect agriculture, horticultural or forestry products, and structures to enable persons to gain access to sites where agricultural, horticultural, forestry, tourist or mining activities are carried out (other than underground structures constructed to enable access to minerals); and</p> <ul style="list-style-type: none"> the installation or alteration in, or removal from any building, structure or works, of systems, and services including plumbing installations, passenger and goods lifts in any building, structure or works (forming or to form part of land). 		<p>extending, dismantling, demolishing, or removing anything in the point above;</p> <ul style="list-style-type: none"> any work that forms an integral part of, or is preparatory to, any of the above including site/earth works, earthmoving, excavation, tunnelling/boring, laying foundations, erecting/dismantling temporary works (e.g. a temporary building or structure including a crane or other lifting equipment and scaffolding), cleaning, painting, decorating, or treating any surface, site restoration, or landscaping); <p>any other work prescribed by regulation.</p>		<p>demolishing, or removing anything in the point above;</p> <ul style="list-style-type: none"> any work that forms an integral part of, or is preparatory to, any of the above (including site clearing, earthmoving, excavation, tunnelling, laying foundations, erecting/dismantling or maintaining temporary works, a temporary building or a temporary structure including a crane or other lifting equipment, scaffolding, cleaning, painting, decorating or treating any surface or site restoration or landscaping); 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 	<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 	<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 	<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 	<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 	<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 	<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 	<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; 	<p>Related goods and services means:³⁶</p> <ul style="list-style-type: none"> materials and components that form part of construction work; fittings for civil works or a building or structure that will

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	<p>supplied by sale, hire or otherwise) for use in connection with carrying out construction work;</p> <ul style="list-style-type: none"> labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration (interior and exterior) or landscape advisory services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<p>supplied by sale, hire or otherwise) for use in connection with carrying out construction work;</p> <ul style="list-style-type: none"> labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration (interior or exterior) or landscape advisory services relating to construction work; soil testing services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<p>supplied by sale, hire or otherwise) for use in connection with carrying out construction work;</p> <ul style="list-style-type: none"> labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration (interior or exterior) or landscape advisory services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<p>supplied by sale, hire or otherwise) for use in connection with carrying out construction work;</p> <ul style="list-style-type: none"> labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration (interior or exterior) or landscape advisory services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<p>supplied by sale, hire or otherwise) for use in connection with carrying out construction work;</p> <ul style="list-style-type: none"> labour to carry out construction work; architectural, design, land surveying, quantity surveying, engineering, building surveying or project management services relating to construction work; inspection, reporting, or advisory services in respect of buildings, building systems and services, energy and sustainability systems and services, geotechnical, engineering, interior or exterior decoration or landscape services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<p>supplied by sale, hire or otherwise) for use in connection with carrying out construction work;</p> <ul style="list-style-type: none"> labour to carry out construction work; architectural, design, surveying or quantity surveying services relating to construction work; building, engineering, decoration (interior and exterior) or landscape advisory services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<p>form part of land or sea bed;</p> <ul style="list-style-type: none"> 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 services provided by a profession and that relate directly to construction work including surveying, planning, costing, testing, architectural, design, engineering, quantity surveying, and project management services but excluding accounting, financial or legal services. 	<ul style="list-style-type: none"> 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 including surveying, planning, costing, testing, architectural, design, plan drafting, engineering, quantity surveying, and project management services, but excludes accounting, financial or legal services; and goods and services relating to construction work, as prescribed by regulation. 	<p>form part of land or sea bed;</p> <ul style="list-style-type: none"> 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 or to assess its feasibility (including surveying, planning, costing, testing, architectural, design, plan drafting, engineering, quantity surveying and project management services) but excludes accounting, financial or legal services; and services prescribed by regulation to be professional services related to construction work. services provided on-site (other than professional services) which directly relate to construction work including providing labour to carry out construction work or services prescribed by regulation to be on-site 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; 	<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 	<p>Construction work does not include:³⁹</p> <ul style="list-style-type: none"> the drilling for, or extraction of, oil or natural gas; 	<p>Construction work does not include:⁴⁰</p> <ul style="list-style-type: none"> the drilling for, or extraction of, oil or natural gas; 	<p>Construction work does not include:⁴¹</p> <ul style="list-style-type: none"> the drilling for, or extraction of, oil or natural gas; 	<p>Construction work does not include:⁴²</p> <ul style="list-style-type: none"> the drilling for, or extraction of, oil or natural gas; 	<p>Construction work does not include:⁴³</p> <ul style="list-style-type: none"> drilling for discovering or extracting oil or 	<p>Construction work does not include:⁴⁴</p> <ul style="list-style-type: none"> drilling for discovering or extracting oil or 	<p>Construction work does not include:⁴⁵</p> <ul style="list-style-type: none"> drilling for discovering or extracting oil or

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	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> the extraction, whether by underground or surface working, of minerals (including tunnelling or boring) or constructing underground works for that purpose. 	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> the extraction, (whether by underground or surface working) of minerals, including tunnelling or boring, or the construction of underground works for the purpose of such extraction; or other work of a type prescribed to not be building work or construction work for the Purposes of the Act. 	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> 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 any other work prescribed by regulation as not construction work. 	<ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> 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 being 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 services) were last carried out. <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>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 services) were last carried out; or 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</p>	<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>Unless the contract specifically provides for it, claims are to be made monthly and, if not otherwise stated, on and from the date occurring 20 business days after the previous due date for a payment claim or, where it is the first payment claim, the date occurring 20 business days after either the date the construction work was first carried out, or the date the related goods and services were first supplied under the contract.⁵²</p> <p>In the case of single or one-off payments, unless</p>	<p>Within the later of:⁵⁵</p> <ul style="list-style-type: none"> the period stated under the contract; or 6 months after the construction work to which the claim relates was last carried out. <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>Within the later of:⁵⁷</p> <ul style="list-style-type: none"> the period determined by or in accordance with the terms stated under the contract; or 12 months after <ul style="list-style-type: none"> the construction work to which the payment claim relates was last carried out; or the building or construction-related goods and services with which the claim relates were last supplied. <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>Before the later of:⁵⁹</p> <ul style="list-style-type: none"> the end of the period stated under the contract; or the end of the 12 month period after the construction work to which the payment claim relates was last carried out or the related goods and services to which the claim relates were last supplied. <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.⁶⁰</p>	<p>If the contract does not provide for a time, at any time after the contractor's obligations have been performed.⁶¹</p>	<p>Within the later of:⁶²</p> <ul style="list-style-type: none"> the period worked out under the contract; 6 months after the construction work (or related goods and services) were last carried out; or for a final payment claim only, the later of:⁶³ <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.⁶⁴</p>	<p>If the contract does not provide for a time, at any time after the contractor's obligations have been performed.⁶⁵</p>

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		otherwise stated, on and from the last day of each month. ⁵⁰	the contract specifically provides for it, the claim is to be made on the date immediately following the date the construction work was last carried out or the related goods and services were last supplied. ⁵³ In the case of a final payment, unless the contract specifically provides for it, the claim is to be made on the date immediately following the expiry of any defect rectification period, or the issue of a final amount payable certificate, or if the above doesn't apply, the day the construction work was last carried out or the related goods and services were supplied. ⁵⁴						
What must be included in a payment claim	A payment claim must: ⁶⁶ <ul style="list-style-type: none"> identify the construction work carried out or goods and services supplied; indicate 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. 	A payment claim must: ⁶⁷ <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 of the payment claim).⁶⁸ 	The payment claim must: ⁶⁹ <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 the Act. 	The payment claim must: ⁷⁰ <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 the Act. 	The payment claim must: ⁷¹ <ul style="list-style-type: none"> be in writing; be addressed to the person on whom it is served; state the name of the claimant; identify the building or construction work (or related goods and services) to which the payment claim relates in sufficient detail to enable assessment of the claim; specify the amount claimed to be due; include prescribed details (if any); and state that it is made under the Act. 	The payment claim must: ⁷² <ul style="list-style-type: none"> identify the construction work (or related goods and services) to which the payment claim relates; state the amount the claimant claims is payable; and state that it is made under the Act. 	If the contract does not provide for requirements, the payment claim must: ⁷³ <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; be signed by the claimant; state the amount claimed; for a claim by the contractor, identify and describe the construction work performed (or related goods and services supplied) to which the payment claim relates in sufficient detail for the principal to assess the claim; and for a claim by the principal, describe the basis for the 	If the contract does not provide for requirements, the payment claim must: ⁷⁴ <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 the Act; include any other information required by the regulations; and if given to the principal for home building work over \$500,000,⁷⁵ include a homeowner's notice. 	If the contract does not provide for requirements, the payment claim must: ⁷⁶ <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, itemise and describe the contractual obligations completed to which the payment claim relates and state the amount claimed using the calculation method under the contract or, if the contract doesn't provide a calculation method, the amount claimed must be: <ul style="list-style-type: none"> the proportion of the contract sum equal to the

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							<p>claim in sufficient detail for the contractor to assess the claim;</p> <ul style="list-style-type: none"> be given to the party to which the claim is made. 		<p>obligations performed; or</p> <ul style="list-style-type: none"> the value of the obligations performed using rates under the contract (if any); or otherwise a reasonable amount for the obligations performed.⁷⁷ <ul style="list-style-type: none"> for a claim by the principal, describe the basis for the claim; and be given to the party to which the claim is made.
Time for payment	<p>Unless stated in the contract:⁷⁸</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 after the payment claim is made; where a subcontractor is claiming (excluding exempt residential work), 20 business days after the payment claim is made; and where a subcontractor is claiming under an exempt residential construction contract, 10 business days after the payment claim is made. 	<p>A payment claim is payable on:⁷⁹</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:⁸⁰</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:⁸¹</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:⁸²</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:⁸³</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:⁸⁴</p> <ul style="list-style-type: none"> if the contract states a date, that date; or if not provided for, 10 business days after a payment claim is made. 	<p>If the contract does not state a time for payment, the full amount or the part of the amount of which the claim is undisputed (if any) is to be paid within 28 days of receiving the payment schedule, unless a notice of dispute is given to the claimant.⁸⁵</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.⁸⁶</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.⁸⁷</p> <p>In any other case, a payment claim is payable on the earlier of:⁸⁸</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 where a subcontractor is claiming (excluding exempt residential work), 25 business days. 	<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 in which case payment for the undisputed amount must be paid within 10 working days after receiving the payment claim.⁸⁹</p> <p>A provision in a 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 of it being claimed.⁹⁰</p>
Time for payment schedule	<p>Within the earlier of:⁹¹</p> <ul style="list-style-type: none"> the time required by the contract; or 	<p>Within the earlier of:⁹²</p> <ul style="list-style-type: none"> the time required by the contract; or 	<p>Within the earlier of:⁹³</p> <ul style="list-style-type: none"> the time required by the contract; or 	<p>Within the earlier of:⁹⁴</p> <ul style="list-style-type: none"> the time required by the contract; or 	<p>In cases where the claim relates to a residential structure, and the respondent is the owner of the land, and the respondent is not a</p>	<p>Within the earlier of:⁹⁷</p> <ul style="list-style-type: none"> the time required by the contract; or 10 business days after the payment 	-	<p>Within the earlier of:⁹⁸</p> <ul style="list-style-type: none"> the time required by the contract; or 	-

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	<ul style="list-style-type: none"> 10 business days after the payment claim is served. 	<ul style="list-style-type: none"> 15 business days after being given the payment claim. 	<ul style="list-style-type: none"> 10 business days after being served the payment claim. 	<ul style="list-style-type: none"> 15 business days after being served the payment claim. 	building practitioner, within the later of: ⁹⁵ <ul style="list-style-type: none"> the time period stated in the contract; or 20 business days after the payment claim is served on the respondent. In any other case, within the earlier of: ⁹⁶ <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. 	claim is given to the respondent.		<ul style="list-style-type: none"> 15 business days after the payment claim is made. 	
What must be included in a payment schedule	A payment schedule must: ⁹⁹ <ul style="list-style-type: none"> identify the payment claim it relates to; indicate the amount (if any) the respondent proposes to pay; and if the scheduled amount is less than the amount claimed, indicate why it is less and, if it is less because the respondent is withholding payment for any reason, provide reasons for withholding payment. 	A payment schedule must: ¹⁰⁰ <ul style="list-style-type: none"> identify the payment claim it is responding to; identify the amount (if any) the respondent proposes to pay; and if the scheduled amount is less than the amount claimed, state why the amount proposed to be paid is less, including reasons for withholding any payment. 	The payment schedule must: ¹⁰¹ <ul style="list-style-type: none"> identify the payment claim it relates to; indicate 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, indicate why the amount is less and, if it is less because the respondent is withholding payment for any reason, provide reasons for withholding payment. 	The payment schedule must: ¹⁰² <ul style="list-style-type: none"> identify the payment claim it relates to; indicate the amount (if any) the respondent proposes to pay; and if the scheduled amount is less than the amount claimed, indicate why it is less and, if it is less because the respondent is withholding payment for any reason, provide reasons for withholding payment. 	The payment schedule must: ¹⁰³ <ul style="list-style-type: none"> identify the payment claim it relates to; indicate the amount (if any) the respondent proposes to pay; if the scheduled amount is less than the amount claimed, specify why the amount is less; and if the amount is less because the respondent is withholding payment of the claim for any reason, specify the reasons for withholding the payment. 	The payment schedule must: ¹⁰⁴ <ul style="list-style-type: none"> identify the payment claim it relates to; state the amount (if any) the respondent proposes to pay; if the scheduled amount is less than the amount claimed, indicate why it is less and, if the respondent is withholding payment for any reason, provide reasons for withholding payment. 	-	The payment schedule must: ¹⁰⁵ <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 indicate the amount of payment the respondent proposes to make, or (if the respondent proposes to make no payment) indicate that the respondent does not propose to make any payment; if the scheduled amount is less than the claimed amount or no payment is proposed, indicate why it is less or no payment is proposed; and if the reason the scheduled amount is less than the claimed amount or no payment is proposed to be made is that the respondent is withholding payment, indicate the reason why the respondent 	-

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								is withholding payment.	
Consequence of not paying claimant and/or not serving a payment schedule	<p>If the respondent fails to give a payment schedule by the time required, then the respondent becomes liable to pay the full amount claimed.¹⁰⁶</p> <p>To enforce payment, the claimant may either: ¹⁰⁷</p> <ol style="list-style-type: none"> 1. recover the unpaid portion of the claimed amount from the respondent as a debt due in any court of competent jurisdiction; or 2. make an adjudication application in relation to the payment claim. <p>Without limiting the above options, the claimant may also serve a notice of the claimant's intention to suspend carrying out construction work or supplying related goods and services under the contract.¹⁰⁸ For further information regarding suspension, see the section 'Claimant's right to suspend if not paid' below.</p> <p>If the claimant elects to proceed to adjudication, 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.¹⁰⁹</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.¹¹⁰</p> <p>To enforce payment, the claimant may either: ¹¹¹</p> <ol style="list-style-type: none"> 1. recover the unpaid portion of the amount owed from the respondent, as a debt owing to the claimant in a court of competent jurisdiction; or 2. apply for adjudication of the payment claim. <p>Without limiting the above options, the claimant may also serve a notice of the claimant's intention to suspend carrying out construction work or supplying related goods and services under the relevant contract.¹¹² For further information regarding suspension, see the section 'Claimant's right to suspend if not paid' below.</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>.¹¹³</p>	<p>If the respondent fails to give a payment schedule, the respondent becomes liable to pay the full amount claimed.¹¹⁴</p> <p>To enforce payment, the claimant may either: ¹¹⁵</p> <ol style="list-style-type: none"> 1. recover the unpaid portion of the claimed amount from the respondent as a debt due to the claimant in any court of competent jurisdiction; or 2. make an adjudication application in relation to the payment claim. <p>Without limiting the above options, the claimant may also serve a notice of the claimant's intention to suspend carrying out construction work or supplying related goods and services under the relevant contract.¹¹⁶ For further information regarding suspension, see the section 'Claimant's right to suspend if not paid' below.</p> <p>If the claimant elects to proceed to adjudication, they must first give the respondent written notice of such intention within 10 business days following the due date for payment after which the respondent will have 2 business days after receiving the notice to provide the claimant with a payment schedule.¹¹⁷</p>	<p>If the respondent fails to give a payment schedule, the respondent becomes liable to pay the full amount claimed.¹¹⁸</p> <p>To enforce payment, the claimant may either: ¹¹⁹</p> <ol style="list-style-type: none"> 1. recover the unpaid portion of the amount claimed from the respondent as a debt due to the claimant in any court of competent jurisdiction; or 2. make an adjudication application in relation to the payment claim. <p>Without limiting the above options, the claimant may also serve a notice of the claimant's intention to suspend carrying out construction work or supplying related goods and services under the relevant contract.¹²⁰ For further information regarding suspension, see the section 'Claimant's right to suspend if not paid' below.</p> <p>If the claimant elects to proceed to adjudication, they must first give the respondent written notice of such intention within 20 business days following the due date for payment after which the respondent will have 5 business days after receiving the notice to provide the claimant with a payment schedule.¹²¹</p>	<p>If the respondent fails to give a payment schedule, the respondent becomes liable to pay the full amount claimed.¹²²</p> <p>To enforce payment, the claimant may either: ¹²³</p> <ol style="list-style-type: none"> 1. apply to a court of competent jurisdiction to recover the unpaid portion of the claimed amount from the respondent as a debt due to the claimant; or 2. make an adjudication application in relation to the payment claim. <p>Without limiting the above options, the claimant may also serve a notice of the claimant's intention to suspend carrying out construction work or supplying related goods and services under the relevant contract.¹²⁴ For further information regarding suspension, see the section 'Claimant's right to suspend if not paid' below.</p> <p>If the claimant elects to proceed to adjudication, they must first give the respondent written notice of such intention within 20 business days following the due date for payment after which the respondent will have 5 business days after receiving the notice to provide the claimant with a payment schedule.¹²⁵</p>	<p>If the respondent fails to give a payment schedule, the respondent becomes liable to pay the full amount claimed.¹²⁶</p> <p>To enforce payment, the claimant may either: ¹²⁷</p> <ol style="list-style-type: none"> 1. recover the unpaid portion of the claimed amount from the respondent as a debt due to the claimant in any court of competent jurisdiction; or 2. make an adjudication application in relation to the payment claim. <p>Without limiting the above options, the claimant may also serve a notice of the claimant's intention to suspend carrying out construction work or supplying related goods and services under the relevant contract.¹²⁸ For further information regarding suspension, see the section 'Claimant's right to suspend if not paid' below.</p> <p>If the claimant elects to proceed to adjudication, they must first give the respondent written notice of such intention within 20 business days following the due date for payment after which the respondent will have 5 business days after receiving the notice to provide the claimant with a payment schedule.¹²⁹</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.¹³⁰</p> <p>To enforce payment, the claimant may either: ¹³¹</p> <ol style="list-style-type: none"> 1. recover the unpaid portion of the claimed amount from the respondent as a debt due to the claimant in a court of competent jurisdiction; or 2. make an adjudication application in relation to the payment claim. <p>Without limiting the above options, the claimant may also suspend carrying out construction work or supplying related goods and services under the relevant contract.¹³² For further information regarding suspension, see the section 'Claimant's right to suspend if not paid' below.</p> <p>If the claimant elects to proceed to adjudication, they must first give the respondent written notice of such intention within 20 business days following the due date for payment after which the respondent will have 5 business days after receiving the notice to provide the claimant with a payment schedule.¹³³</p>	-

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Consequences of the respondent failing to pay the claimant the whole or part of the scheduled amount	<p>The claimant may serve notice on the respondent of the claimant's intention to suspend carrying out construction work (or supplying related goods and services),¹³⁴ and may either:</p> <ol style="list-style-type: none"> 1. proceed to adjudication, or 2. recover the unpaid amount in a court as a debt owing.¹³⁵ 	<p>The claimant may give the respondent written notice of the claimant's intention to suspend carrying out construction work (or supplying related goods and services),¹³⁶ and may either:</p> <ol style="list-style-type: none"> 1. proceed to adjudication, or 2. recover the unpaid amount in a court as a debt owing.¹³⁷ <p>A maximum penalty of 100 penalty units applied for failure to pay the scheduled amount by the due date for the progress payment.¹³⁸</p>	<p>The claimant may serve notice on the respondent of the claimant's intention to suspend carrying out construction work (or supplying related goods and services),¹³⁹ and may either:</p> <ol style="list-style-type: none"> 1. proceed to adjudication, or 2. recover the unpaid amount in a court as a debt owing.¹⁴⁰ 	<p>The claimant may serve notice on the respondent of the claimant's intention to suspend carrying out construction work (or supplying related goods and services),¹⁴¹ and may either:</p> <ol style="list-style-type: none"> 1. proceed to adjudication; or 2. recover the unpaid amount in a court as a debt owing.¹⁴² 	<p>The claimant may serve notice on the respondent of the claimant's intention to suspend carrying out construction work (or supplying related goods and services),¹⁴³ and may either:</p> <ol style="list-style-type: none"> 1. proceed to adjudication, or 2. recover the unpaid amount in a court as a debt owing.¹⁴⁴ 	<p>The claimant may serve notice on the respondent of the claimant's intention to suspend carrying out construction work (or supplying related goods and services),¹⁴⁵ and may either:</p> <ol style="list-style-type: none"> 1. proceed to adjudication, or 2. recover the unpaid amount in a court as a debt owing.¹⁴⁶ 	-	<p>The claimant may suspend carrying out construction work, or supplying related goods and services upon giving the respondent written notice of the claimant's intention to suspend and allows 2 business days to pass since giving the notice,¹⁴⁷ and may either:</p> <ol style="list-style-type: none"> 1. proceed to adjudication, or 2. recover the unpaid amount in a court as a debt owing.¹⁴⁸ 	-
Time for notice of dispute	-	-	-	-	-	-	If the contract does not provide for a time, within 14 days of receiving the payment claim. ¹⁴⁹	-	If the contract does not provide for a time, within 10 working days of receiving the payment claim. ¹⁵⁰
What must be included in a notice of dispute	-	-	-	-	-	-	<p>If the contract does not provide for requirements, the notice of dispute must:¹⁵¹</p> <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; • if the claim is being disputed due to a failure in contractual compliance, state the reasons for the belief that it hasn't been made in accordance with the contract, or if the dispute is for the whole or part of the claim, identify each item being disputed 	-	<p>If the contract does not provide for requirements, the notice of dispute must:¹⁵²</p> <ul style="list-style-type: none"> • be in writing; • be addressed to the claimant; • state the name of the party giving the notice; • state the date of the notice; • identify the claim to which the notice relates; • if the claim is being rejected due to non-compliance with contractual requirements for a payment claim – state the reasons why this is so; • if the amount of the claim is being disputed – identify each disputed item and provide

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							and the reasons for disputing it.		<ul style="list-style-type: none"> reasons for disputing it; and be signed by the party giving notice.
Consequence of not serving a notice of dispute	-	-	-	-	-	-	The claimant may proceed to adjudication if the respondent fails to pay the full amount. ¹⁵³	-	The claimant may proceed to adjudication if the principal fails to pay the full amount. ¹⁵⁴
Who can lodge an adjudication application	The claimant. ¹⁵⁵	The claimant. ¹⁵⁶	The claimant. ¹⁵⁷	The claimant. ¹⁵⁸	The claimant. ¹⁵⁹	The claimant. ¹⁶⁰	Any party to the contract may apply for adjudication under the Act. ¹⁶¹	The claimant. ¹⁶²	<p>Any party to the contract may apply for adjudication under the Act.¹⁶³</p> <p>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 accordance with the Regulations.¹⁶⁴</p>
Time for adjudication application	<p>Within:¹⁶⁵</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 and the respondent fails to pay the whole, or any part of, the claimed amount by the due date within 5 business days of the notice of intention to proceed with adjudication, 10 business days. 	<p>Within:¹⁶⁶</p> <ul style="list-style-type: none"> 30 business days after the claimant receives 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 the scheduled amount is less than the claimed amount, an application for adjudication must be made within 10 business days after receiving the payment schedule.¹⁶⁷</p> <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 after the due date for payment.¹⁶⁸</p> <p>Where no payment schedule has been provided, the claimant can only make an adjudication application after providing notice to the respondent of the claimant's intention to apply for adjudication within 10 business days immediately following the due date for payment,</p>	<p>Within:¹⁷⁰</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.¹⁷¹</p> <p>Where a payment schedule was provided but not all of the scheduled amount is paid, an application for adjudication must be made within 20 business days after the due date for payment.¹⁷²</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 notifying the respondent of intention to apply for adjudication.¹⁷³</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 after receiving the payment schedule.¹⁷⁴</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 after the due date for payment.¹⁷⁵</p> <p>Where no payment schedule has been provided and the respondent fails to pay the whole, or any part of, the claimed amount by the due date, the claimant must make an application within 10 business days of the earlier of:¹⁷⁶</p>	<p>A party must, within 90 business days after the dispute arises:¹⁸⁰</p> <ul style="list-style-type: none"> prepare a written application; serve it on each party to the contract; serve it upon an adjudicator or appointer; and <p>may be required to provide any deposit or security for the costs (or any anticipated costs) of the adjudication required.¹⁸¹</p>	<p>Within 20 business days of:¹⁸²</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>Within 65 working days of a payment dispute arising, the party making the application must:¹⁸³</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.

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			allowing 2 business days for the respondent to provide a payment schedule after receiving the claimant's notice. The claimant can then make an adjudication application 5 business days after the end of the 2 business day notice period. ¹⁶⁹			<ul style="list-style-type: none"> the end of the 5 business day period after the respondent received the claimant's notice of intention to apply for adjudication¹⁷⁷; or the day the claimant receives the payment schedule¹⁷⁸. <p>The claimant's notice of intention to apply for adjudication must be provided to the respondent within 20 business days immediately following the due date for payment.¹⁷⁹</p>			
Time for adjudication response by respondent	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule.¹⁸⁴</p> <p>Within the later of:¹⁸⁵</p> <ul style="list-style-type: none"> 5 business days after receiving the adjudication application; or 2 business days after receiving notice of the adjudicator's acceptance of the application. 	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule.¹⁸⁶</p> <p>For a standard payment claim, within the later of:¹⁸⁷</p> <ul style="list-style-type: none"> 10 business days after receiving the adjudication application; or 7 business days after receiving notice of the adjudicator's acceptance of the application. <p>For a complex payment claim, within the later of:¹⁸⁸</p> <ul style="list-style-type: none"> 15 business days after receiving the adjudication application; or 12 business days after receiving notice of the adjudicator's acceptance of the application. <p>For a complex payment claim, the respondent may apply to the adjudicator for an</p>	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule.¹⁹¹</p> <p>Within the later of:¹⁹²</p> <ul style="list-style-type: none"> 5 business days after receiving the adjudication application; or 2 business days after receiving notice of the adjudicator's acceptance of the application. 	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule.¹⁹³</p> <p>Within the later of:¹⁹⁴</p> <ul style="list-style-type: none"> 5 business days after receiving the adjudication application; or 2 business days after receiving notice of the adjudicator's acceptance of the application. 	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule.¹⁹⁵</p> <p>Within the later of:¹⁹⁶</p> <ul style="list-style-type: none"> 10 business days after receiving the adjudication application; or 5 business days after receiving notice of the adjudicator's acceptance of the application. 	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule.¹⁹⁷</p> <p>Before the later of:¹⁹⁸</p> <ul style="list-style-type: none"> 7 business days after receiving the adjudication application; or 5 business days after receiving notice of 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.¹⁹⁹</p>	<p>An adjudication response must not be given if the respondent failed to provide a payment schedule.²⁰⁰</p> <p>An adjudication response may be given by the respondent within 10 business days after receiving the adjudication application.²⁰¹</p>	<p>Within 15 working days after the party is served with the adjudication application.²⁰²</p>

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		extension of up to 15 business days to provide a response. ¹⁸⁹ In this Act a complex payment claim is a payment claim for more than \$750,000 . ¹⁹⁰							
Can new reasons be raised in an adjudication response	No. ²⁰³	No. ²⁰⁴	Yes. And any new reasons 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. ²⁰⁵	No. ²⁰⁶	No. ²⁰⁷	No. ²⁰⁸	Yes. All the submissions or information the party responding to the application relies on can be included in the response. ²⁰⁹	No. ²¹⁰	Yes. All the submissions, documents, and information the party responding to the application relies on can be included in the response. ²¹¹
Time for adjudication decision	<p>Within 10 business days after:²¹²</p> <ul style="list-style-type: none"> the date on which the notice of an adjudicator accepting the application is served; 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>Otherwise, if a further time is agreed between the claimant and respondent - within the agreed timeframe.²¹³</p>	<p>For standard payment claims, 10 business days after the response date.²¹⁴</p> <p>For complex payment claims, 15 business days after the response date.²¹⁵</p> <p>Where 'response date' is:²¹⁶</p> <ul style="list-style-type: none"> the date on which the adjudicator receives an adjudication response; or the last day on which an adjudication response could have been given; <u>or</u> if the respondent is not entitled to lodge an adjudication response, the last day on which the respondent could have lodged a response if it had been entitled to. <p>The parties may agree (in writing) to extend this timeframe or the adjudicator may extend this timeframe if it relates to a complex payment claim and no agreement about an extension has</p>	<p>Within:²¹⁸</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:²¹⁹</p> <ul style="list-style-type: none"> 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; or if the respondent is not entitled to lodge an adjudication response, the date the respondent receives the adjudication application, <p>or any other timeframe the claimant and respondent agree to.²²⁰</p>	<p>Within 10 business days after:²²¹</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>or any further period agreed to by the claimant and respondent.²²²</p>	<p>If the respondent is entitled to make an adjudication response, 10 business days after the earlier of:²²³</p> <ul style="list-style-type: none"> the date of the respondent's lodgement of an adjudication response; or the date on which the adjudication response is required to be given to the adjudicator. <p>If the respondent was not entitled to lodge an adjudication response, 10 business days after the respondent receives a copy of the adjudication application.²²⁴</p> <p>Otherwise, if a further time is agreed between the claimant and respondent, - within the agreed timeframe.²²⁵</p>	<p>Within 14 days after:²²⁶</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.²²⁷</p>	<p>Within 10 business days of:²²⁸</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>or any other extension to the timeframe of up to 20 business days that the claimant and respondent agree to.²²⁹</p>	<p>Within:²³⁰</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 to ensure procedural fairness in the making of the decision.²³¹</p>

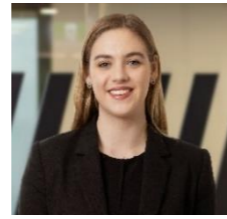
	New South Wales ⁱ	Queensland ⁱⁱ	Victoria ⁱⁱⁱ	South Australia ^{iv}	Tasmania ^v	Australian Capital Territory ^{vi}	Western Australia ^{vii}	Western Australia – New contracts from August 2022 ^{viii}	Northern Territory ^{ix}
		been reached by the claimant and respondent. ²¹⁷							
Payment of adjudicated 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. ²³²	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. ²³³	On or before 5 business days after the adjudicator's decision is given to the respondent, or a later date if the adjudicator decides. ²³⁴	On or before 5 business days after the adjudicator's decision is given to the respondent, or a later date if the adjudicator decides. ²³⁵	On or before 5 business days after the adjudicator's decision is given to the respondent, or a later date if the adjudicator decides. ²³⁶	On or before 5 business days after the adjudicator's decision is given to the respondent, or a later date if the adjudicator decides. ²³⁷	On or before the date determined by the adjudicator. ²³⁸	On or before 5 business days after the adjudicator's decision is given to the respondent, or a later date if the adjudicator decides. ²³⁹	On or before the date determined by the adjudicator. ²⁴⁰
Consequences of failing to pay claimant the adjudicated amount (other than suspension of the works – refer below)	The adjudication certificate (which must be accompanied by the claimant's affidavit stating the adjudicated amount had not been paid (in whole or in part)) may be filed as a judgement for a debt in any court of competent jurisdiction. ²⁴¹	It is an offence not to pay the adjudicated amount within this timeframe. The maximum penalty is 200 penalty units. ²⁴² 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. ²⁴³ 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 or the adjudication decision or requirement to withhold the amount is set-aside or the enforcement proceedings are dismissed by a court. ²⁴⁴ 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	The adjudication certificate may be filed as a judgement for a debt due in any court of competent jurisdiction. ²⁴⁶	The adjudication certificate may be filed as a judgement for a debt in any court of competent jurisdiction. ²⁴⁷	The adjudication certificate may be filed as a judgement for a debt in any court of competent jurisdiction. ²⁴⁸	The adjudication certificate may be filed as a judgement for a debt in any court of competent jurisdiction. ²⁴⁹	The determination may be filed in a court of competent jurisdiction to recover the amount as a debt if not paid. ²⁵⁰	The adjudication determination may be filed as a monetary judgement in a court of competent jurisdiction. ²⁵¹	The determination may be filed in a court of competent jurisdiction to recover the amount as a debt if not paid. ²⁵²

	New South Wales ⁱ	Queensland ⁱⁱ	Victoria ⁱⁱⁱ	South Australia ^{iv}	Tasmania ^v	Australian Capital Territory ^{vi}	Western Australia ^{vii}	Western Australia – New contracts from August 2022 ^{viii}	Northern Territory ^{ix}
		secure payment of the adjudicated amount, and an order for sale of the property to realise the adjudicated amount can be sought. ²⁴⁵							
Claimant's right to suspend if not paid	<p>If the respondent does not pay:²⁵³</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.²⁵⁴</p> <p>The respondent will be liable for any loss or expenses incurred by the claimant as a result of removing any work due to the claimant's decision to suspend the works.²⁵⁵</p> <p>A claimant is not liable for any loss or damage suffered by the respondent due to the claimant's suspension of the works.²⁵⁶</p>	<p>If the respondent does not pay:²⁵⁷</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 after at least 2 business days' notice, until 3 business days following the day the claimant receives payment for the amount due. The notice must state it is being made under this Act.²⁵⁸</p> <p>The respondent will be liable for any loss or damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.²⁵⁹</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.²⁶⁰</p>	<p>If the respondent does not pay:²⁶¹</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.</p> <p>If the contract provides for a period of at least 1 business day for a return to work after the claimant receives payment, the suspension can continue until the end of the period provided under the contract.²⁶²</p> <p>If the contract does not provide a period for a return to work following payment being received, the suspension can continue until 3 business days after the claimant receives payment for the amount due.²⁶³</p> <p>The notice must state it is being made under this Act.²⁶⁴</p> <p>The respondent will be liable for any loss or expenses incurred by the claimant as a result of removing any work due to the claimant's decision to suspend the works.²⁶⁵</p> <p>A claimant is not liable for any loss or damage suffered by the respondent due to the claimant's suspension of the works.²⁶⁶</p>	<p>If the respondent does not pay:²⁶⁷</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 giving 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.²⁶⁸</p> <p>The respondent will be liable for any loss or damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.²⁶⁹</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.²⁷⁰</p>	<p>If the respondent does not pay:²⁷¹</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 at least 2 business days' notice, until a maximum of 3 business days after the claimant receives payment for the amount due. The notice must state it is being made under this Act.²⁷²</p> <p>The respondent will be liable for any loss or damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.²⁷³</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.²⁷⁴</p>	<p>If the respondent does not pay:²⁷⁵</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, and continue the suspension 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 of the claimant's intention to suspend carrying out works or supplying related goods and services must state it is being made under the Act.²⁷⁶</p> <p>The respondent will be liable for any loss or damage suffered by the claimant as a result of removing any part of the work or supply of related goods and services due to the claimant's suspension of the works.²⁷⁷</p> <p>A claimant is not liable for any loss or damage suffered by the respondent due to the claimant's suspension of the works.²⁷⁸</p>	<p>If the respondent does not pay the adjudicated amount the claimant may suspend the works on 3 business days' notice, until 3 business days after the claimant receives payment for the amount due.²⁷⁹</p> <p>A claimant is not liable for any loss or damage suffered by the respondent due to the claimant's suspension of the works.²⁸⁰</p>	<p>If the respondent does not pay:²⁸¹</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 the Act.²⁸²</p> <p>The respondent will be liable for any loss or damage suffered by the claimant as a result of removing any work due to the claimant's decision to suspend the works.²⁸³</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.²⁸⁴</p> <p>A claimant cannot suspend work or supply while an adjudication review application made by the respondent has not been determined.²⁸⁵</p>	<p>If the principal 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.²⁸⁶</p> <p>A claimant is not liable for any loss or damage suffered by the principal due to the claimant's suspension of the works.²⁸⁷</p>

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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)(h), (2) (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(2)(b) (Vic).
 53 s 9(2)(c) (Vic).
 54 s 9(2)(d) (Vic).
 55 s 13(4) (SA).
 56 s 4, 8 (SA).
 57 s 17(6) (Tas).
 58 s 4, 12, (Tas).
 59 s 15(4) (ACT).
 60 s 10(1),(3) (ACT).
 61 s 15, Sch 1 4(1) (WA).
 62 s 23(4) (WA).
 63 s 23(5) (WA).
 64 s 23(2) (WA).
 65 s 18, Sch 1 4(1) (NT).
 66 s 13(2),(7) (NSW).
 67 s 68 (QLD).
 68 s 75(7), (8) (QLD).
 69 s 14(2) (Vic).
 70 s 13(2) (SA).
 71 s 17(2) (Tas).
 72 s 15(2) (ACT).
 73 s 16, Sch 1 5(2) (WA).
 74 s 24 (WA).
 75 s 10(1)(c) (WA).
 76 s 19, Sch 1 5(1) (NT).
 77 Sch 1 5(2) (NT).
 78 s 11 (1A)-(1C) (NSW).
 79 s 73 (QLD).
 80 s 12(1) (Vic).
 81 s 11(1) (SA).
 82 s 15(1),(2), 19(3)(a) (Tas).
 83 s 15(1),(2), 19(3)(b) (Tas).
 84 s 13(1) (ACT).
 85 s 17, Sch 1 7(3)(b) (WA).
 86 s 10 (WA).
 87 s 20(3) (WA).
 88 s 20(1),(2) (WA).
 89 s 20, Sch 1 6(2) (NT).
 90 s 13 (NT).
 91 s 14(4) (NSW).
 92 s 76 (QLD).
 93 s 15(4) (Vic).
 94 s 14(4)(b) (SA).
 95 s 19(2),(3)(a) (Tas).
 96 s 19(2),(3)(b) (Tas).
 97 s 16(4) (ACT).
 98 s 25(1) (WA).
 99 s 14(2),(3) (NSW).
 100 s 69 (QLD).
 101 s 15(2) (Vic).
 102 s 14(2),(3) (SA).
 103 s 18 (Tas).
 104 s 16(2),(3) (ACT).
 105 s 25(2),(3) (WA).
 106 s 14(4) (NSW).
 107 s 15(2)(a) (NSW).
 108 s 15(2)(b) (NSW).
 109 s 17(2) (NSW).
 110 s 77 (QLD).
 111 s 78(2) (QLD).
 112 s 78(3) (QLD).
 113 s 76(1) (QLD).
 114 s 15(4) (Vic).
 115 s 16(2)(a) (Vic).
 116 s 16(2)(b) (Vic).
 117 s 18(2) (Vic).
 118 s 14(4) (SA).
 119 s 15(2)(a) (SA).
 120 s 15(2)(b) (SA).
 121 s 17(2) (SA).
 122 s 19(2) (Tas).
 123 s 19(5) (Tas).
 124 s 20(2)(b) (Tas).
 125 s 21(4) (Tas).
 126 s 16(4) (ACT).
 127 s 17(2) (ACT).
 128 s 17(2)(b),18(2)(b) (ACT).
 129 s 19(2) (ACT).
 130 s 26 (WA).
 131 s 27(2) (WA).
 132 s 27(2), 62(1) (WA).
 133 s 28(2) (NT).
 134 s 16(1)(d), (2)(b) (NSW).
 135 s 16(1)(d), (2)(a) (NSW).
 136 s 76(3), 78(3) (QLD).
 137 s 76(3), 78(2) (QLD).
 138 s 76(3) (QLD).
 139 s 17(1)(d), (2)(b) (Vic).
 140 s 17(1)(d), (2)(a) (Vic).
 141 s 16(1)(d), (2)(b) (SA).
 142 s 16(1)(d), (2)(a) (SA).
 143 s 20(1)(d), (2)(b) (Tas).
 144 s 20(1)(d), (2)(a) (Tas).
 145 s 18(1)(d), (2)(b) (ACT).
 146 s 18(1)(d), (2)(a) (ACT).
 147 s 27(2), 62(1) (WA).
 148 s 27(2) (WA).
 149 s 17, Sch 1 7(1) (WA).
 150 s 20, Sch 1 6(2)(a) (NT).
 151 s 17, Sch 1 7(1), (2) (WA).
 152 s 20, Sch 1 6(3) (NT).
 153 s 6(1), 25 (WA).
 154 s 8, 27 (NT).
 155 s 17(1) (NSW).
 156 s 79(1) (QLD).
 157 s 18(1) (Vic).
 158 s 17(1) (SA).
 159 s 21(1) (Tas).
 160 s 19(1) (ACT).
 161 s 25 (WA).
 162 s 28(1) (WA).
 163 s 27 (NT).
 164 s 10A (NT).
 165 s 17(3)(c)-(e) (NSW).
 166 s 79(2)(b) (QLD).
 167 s 18(1)(a)(i), (3)(c) (Vic).
 168 s 18(1)(a)(ii), (3)(d) (Vic).
 169 s 18(1)(b), (2) (3)(e) (Vic).
 170 s 17(3)(c)-(e) (SA).
 171 s 21(2)(a), (3)(a) (Tas).
 172 s 21(2)(b), (3)(b) (Tas).
 173 s 21(3),(4) (Tas).
 174 s 19(1)(a)(i), (3)(b) (ACT).
 175 s 19(1)(a)(ii), (3)(c) (ACT).
 176 s 19(1)(b), (3)(d) (ACT).
 177 s 19(2), (3)(d)(i) (ACT).
 178 s 19(2), (3)(d)(ii) (ACT).
 179 s 19(2)(a) (ACT).
 180 s 26(1) (WA).
 181 s 44(8), (9) (WA).
 182 s 28(4),(1),(2) (WA).
 183 s 28(1) (NT).
 184 s 20(2A) (NSW).
 185 s 20(1) (NSW).
 186 s 82(2) (QLD).
 187 s 83(1) (QLD).
 188 s 83(2) (QLD).
 189 s 83(1)-(3) (QLD).
 190 s 64 (QLD).
 191 s 21(2A) (Vic).
 192 s 21(1) (Vic).
 193 s 20(3) (SA).
 194 s 20(1) (SA).
 195 s 23(1) (Tas).
 196 s 23(2) (Tas).
 197 s 22(3) (ACT).
 198 s 22(1) (ACT).
 199 s 27(1) (WA).
 200 s 34(1) (WA).
 201 s 34(1) (WA).
 202 s 29(1) (NT).
 203 s 20(2B) (NSW).
 204 s 82(4) (QLD).
 205 s 21(2B) (Vic).
 206 s 20(4) (SA).
 207 s 23(4) (Tas).
 208 s 22(4) (ACT).
 209 s 27(2)(c) (WA).
 210 s 34(3) (WA).
 211 s 29(2)(c) (NT).
 212 s 21(3) (NSW).
 213 s 21(3)(b) (NSW).
 214 s 85(1)(a) (QLD).
 215 s 85(1)(b) (QLD).
 216 s 85(2) (QLD).
 217 s 86 (QLD).
 218 s 22(4) (Vic).
 219 s 21(3)(a) (SA).
 220 s 21(3)(b) (SA).
 221 s 24(1)(a) (Tas).
 222 s 24(1)(b) (Tas).
 223 s 23(3)(a) (ACT).
 224 s 23(3)(b) (ACT).
 225 s 23(3)(c) (ACT).
 226 s 31(1) (WA).
 227 s 32(3)(a) (WA).
 228 s 37(2) (WA).
 229 s 37(3) (WA).
 230 s 33(1)(b)(ii),(3) (NT).
 231 s 33(2B) (NT).
 232 s 23 (NSW).
 233 s 90(2) (QLD).
 234 s 28M (Vic).
 235 s 23 (SA).
 236 s 26(1) (Tas).
 237 s 25 (ACT).
 238 s 31(2)(b)(ii) (WA).
 239 s 52(1) (WA).
 240 s 41(1) (NT).
 241 s 25 (NSW).
 242 s 90(1) (QLD).
 243 s 93(1) (QLD).
 244 s 97B, 97C, 97G(3) (QLD).
 245 s 100B, 100G (QLD).
 246 s 28R(1) (Vic).
 247 s 25(1) (SA).
 248 s 27(1) (Tas).
 249 s 27(1) (ACT).
 250 s 43(2) (WA).
 251 s 53(1) (WA).
 252 s 45(1) (NT).
 253 s 27 (NSW).
 254 s 16(3) (NSW).
 255 s 27(2A) (NSW).
 256 s 27(3) (NSW).
 257 s 98 (QLD).
 258 s 78(4), 90(1) (QLD).
 259 s 98(3) (QLD).
 260 s 98(4) (QLD).
 261 s 29 (Vic).
 262 s 29(2)(a) (Vic).
 263 s 29(2)(b) (Vic).
 264 s 16(3),17(3) (Vic).
 265 s 29(4) (Vic).
 266 s 29(5) (Vic).
 267 s 28 (SA).
 268 s 15(3),16(3) (SA).
 269 s 28(3) (SA).
 270 s 28(4) (SA).
 271 s 29 (Tas).
 272 s 19(6),20(3) (Tas).
 273 s 29(3) (Tas).
 274 s 29(4) (Tas).
 275 s 29 (ACT).
 276 s 18(3) (ACT).
 277 s 29(3) (ACT).
 278 s 29(4) (ACT).
 279 s 42 (WA).
 280 s 42(5) (WA).
 281 s 62(1), (3), (5) (WA).
 282 s 62(4) (WA).
 283 s 63(2) (WA).
 284 s 63(4) (WA).
 285 s 62(2) (WA).
 286 s 44 (NT).
 287 s 44(5) (NT).