



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}	Northern Territory ^{viii}
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 . A claim for the release of the whole or part of performance security (with or without a payment claim for a progress payment). 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	Payment for construction work carried out (or related goods and services supplied) under a construction contract . ⁷	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 . ⁸
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. ⁹	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. ¹⁰	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. 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, 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: ¹⁵ <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. 	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, providing professional services, or on-site services related to the construction work.¹⁶
What is 'construction work'?	Construction work includes any of the following: ¹⁷ <ul style="list-style-type: none"> the construction, alteration, repair, restoration, maintenance, 	Construction work has substantially the same definition as NSW but also includes: ¹⁸ <ul style="list-style-type: none"> building work within the meaning of the <i>Queensland Building</i> 	Construction work has the same definition as NSW. ¹⁹	Construction work has the same definition as NSW. ²⁰	Construction work has substantially the same definition as NSW but also includes: ²¹ <ul style="list-style-type: none"> the erection, re-erection, adding to, underpinning or 	Construction work has substantially the same definition as NSW but also includes: ²² <ul style="list-style-type: none"> light rail (as well as other railways), and 	Construction work has substantially the same definition as NSW except: ²³ <ul style="list-style-type: none"> instead of 'any works' the definition applies to 'civil works' which includes roads, railways 	Construction work includes any of the following on a site in NT: ²⁴ <ul style="list-style-type: none"> reclaiming, draining or preventing the movement or erosion of land;

ⁱ Building and Construction Industry Security of Payment Act 1999 ('NSW').

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

ⁱⁱⁱ Building and Construction Industry Security of Payment Act 2002 ('Vic') – from 15 April 2026.

^{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} Building and Construction Industry (Security of Payment) Act 2021 ('WA').

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

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<p>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);</p> <ul style="list-style-type: none"> 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 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 	<p><i>and Construction Commission Act 1991;</i> and</p> <ul style="list-style-type: none"> testing soil and road making materials. 			<p>removal of buildings, or structures forming, or are to form, part of land;</p> <ul style="list-style-type: none"> 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 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 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). 	<ul style="list-style-type: none"> building work within the meaning of the <i>Building Act 2004</i>. 	<p>(including light rail), bridges, airport runways, waterways, electricity lines, water and sewage pipelines, dams, tunnels and any associated works or structures;</p>	<ul style="list-style-type: none"> 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, or removing anything in the point above; 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 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.

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	<ul style="list-style-type: none"> any other work prescribed by regulation. 							
What are 'related goods and services'?	<p>Related goods and services means:²⁵</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 (interior and exterior) or landscape advisory services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<p>Related goods and services means:²⁶</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 (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>Related goods and services means:²⁷</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 (interior or exterior) or landscape advisory services relating to construction work; and <p>goods and services relating to construction work, as prescribed by regulation.</p>	<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 (interior or exterior) or landscape advisory services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<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 of construction work; 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>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 (interior and exterior) or landscape advisory services relating to construction work; and goods and services relating to construction work, as prescribed by regulation. 	<p>Related goods and services means:³¹</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 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>Related goods and services means:³²</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 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 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'?	Construction work does not include : ³³	Construction work does not include : ³⁴	Construction work does not include : ³⁵	Construction work does not include : ³⁶	Construction work does not include : ³⁷	Construction work does not include : ³⁸	Construction work does not include : ³⁹ <ul style="list-style-type: none"> drilling for discovering or extracting oil or 	Construction work does not include : ⁴⁰ <ul style="list-style-type: none"> drilling for discovering or extracting oil or

	New South Wales ⁱ	Queensland ⁱⁱ	Victoria ⁱⁱⁱ	South Australia ^{iv}	Tasmania ^v	Australian Capital Territory ^{vi}	Western Australia ^{vii}	Northern Territory ^{viii}
	<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. 	<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. 	<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 <p>any other work prescribed by regulation as not construction work.</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. 	<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 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 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>natural gas (whether on land or not);</p> <ul style="list-style-type: none"> 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>natural gas (whether on land or not);</p> <ul style="list-style-type: none"> 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:⁴¹</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.⁴²</p>	<p>Within the later of:⁴³</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:⁴⁴ <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.⁴⁵</p>	<p>No later than the day before the later of:⁴⁶</p> <ul style="list-style-type: none"> the period stated under the contract; or 6 months after practical completion of the construction work or supply of related goods and services under the contract. <p>A performance security claim must be serviced before the later of:⁴⁷</p> <ul style="list-style-type: none"> The day stated in the contract The last day of the named month following the named month in which the defects liability period in the contract ends. <p>The entitlement to serve a performance security claim is not affected by the termination, purported termination or expiry of the construction contract.⁴⁸</p>	<p>Within the later of:⁴⁹</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.⁵⁰</p>	<p>Within the later of:⁵¹</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.⁵²</p>	<p>Before the later of:⁵³</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.⁵⁴</p>	<p>Within the later of:⁵⁵</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:⁵⁶ <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.⁵⁷</p>	<p>If the contract does not provide for a time, at any time after the contractor's obligations have been performed.⁵⁸</p>
What is a 'notice-based time bar'?	-	-	<p>Notice-based time bar provision means a provision of a construction contract that makes:⁵⁹</p> <ul style="list-style-type: none"> an entitlement to be paid for construction work carried out or undertaken to be carried out, or related goods and services 	-	-	-	<p>Notice-based time bar provision means a provision of the contract that makes:⁶⁰</p> <ul style="list-style-type: none"> an entitlement to payment for construction work carried out or undertaken to be carried out, for related goods and services 	-

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			<p>supplied or undertaken to be supplied;</p> <ul style="list-style-type: none"> an extension of time for doing a thing that affects an entitlement referred to above; or the release of a performance security, <p>contingent or dependent on the provision of notice by a party to the contract.</p>				<p>supplied or undertaken to be supplied, under the contract;</p> <ul style="list-style-type: none"> an extension of time for doing a thing that affects an entitlement referred to above, <p>contingent on the provision of notice by a party to the contract .</p>	
Notice-based time bars	-	-	<p>A notice-based time bar may be declared unfair if compliance with such a provision is:⁶¹</p> <ul style="list-style-type: none"> (a) not reasonably possible; or (b) unreasonably onerous. <p>A notice-based time bar provision, which is declared to be unfair:⁶²</p> <ul style="list-style-type: none"> has no effect on the particular entitlement that is the subject of an adjudication or proceeding; and continues to have effect in other circumstances or proceedings arising under the contract or a related contract. <p>In determining whether a notice-based time bar provision is unfair, the adjudicator, court, arbitrator or expert must take the following matters into account:⁶³</p> <ul style="list-style-type: none"> when the party required to give notice would reasonably have become aware of the last day on which notice could be given; when and how notice is required to be given; the relative bargaining power of each party in entering into the contract; if compliance with the provision is alleged to be unreasonably onerous— whether the matters set out in the notice are final and binding; 	-	-	-	<p>A notice-based time bar may be declared unfair if compliance with the provision is:⁶⁴</p> <ul style="list-style-type: none"> (a) not reasonably possible; or (b) would be unreasonably onerous <p>A notice-based time bar provision that is declared to be unfair:⁶⁵</p> <ul style="list-style-type: none"> has no effect in the case of the particular entitlement that is the subject of the proceedings; continues to have effect in other circumstances or challenges arising under the same or a related contract. <p>In determining whether a notice-based time bar provision is unfair, the adjudicator, review adjudicator, court, arbitrator or expert ,must take the following into account:⁶⁶</p> <ul style="list-style-type: none"> when the party required to give notice would reasonably have become aware of the relevant event or circumstance, having regard to the last day on which notice could have been given; when and how notice was required to be given; the relative bargaining power of each party in entering into the construction contract; the irrebuttable presumption that the parties have read and 	-

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			<ul style="list-style-type: none"> the conclusive presumption that the parties to the contract have read and understood the terms of the contract; the presumption that the party required to give notice has the commercial and technical competence of a reasonably competent contractor; any matter prescribed by the regulations for the purposes of this subsection. 				<p>understood the terms of the construction contract;</p> <ul style="list-style-type: none"> the rebuttable presumption that the party required to give notice possesses the commercial and technical competence of a reasonably competent contractor; if compliance with the provision is alleged to be unreasonably onerous — whether the matters set out in the notice are final and binding; any matter prescribed by the regulations for the purposes of this paragraph. (a) 	
What must be included in a payment claim	<p>A payment claim must:⁶⁷</p> <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. 	<p>A payment claim must:⁶⁸</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 of the payment claim).⁶⁹ 	<p>A payment claim must:⁷⁰</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 the Act. <p>A claim for the release of performance security must:⁷¹</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 performance security and claim relates; indicate the type and amount of performance security claimed to be due; and <p>state that it is under the Act.</p>	<p>A payment claim must:⁷²</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 the Act. 	<p>A payment claim must:⁷³</p> <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. 	<p>A payment claim must:⁷⁴</p> <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. 	<p>If the contract does not provide for requirements, the payment claim must:⁷⁵</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 the Act; include any other information required by the regulations; and if given to the principal for home building work over \$500,000,⁷⁶ include a homeowner's notice. 	<p>If the contract does not provide for requirements, the payment claim must:⁷⁷</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, 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 obligations performed; or the value of the obligations performed using rates under the contract (if any); or otherwise a reasonable amount for the obligations performed.⁷⁸

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								<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:⁷⁹</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: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 progress payment 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 the earliest day a payment claim may be served under the Act. <p>A performance security is releasable on:⁸²</p> <ul style="list-style-type: none"> if the contract states a date, that date; or if not provided for, 10 business days after the earliest day a performance security claim may be served under the Act. <p>A term or provision in a construction contract has no effect to the extent that it provides for the payment of a progress payment or the release of a performance security later than the day that is 20 business days after the payment claim or performance security claim is served.⁸³</p>	<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, 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:⁸⁵</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:⁸⁶</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 the earlier of:⁸⁷</p> <ul style="list-style-type: none"> if the contract states a date, that date; and 15 business days after a payment claim is made. 	<p>Unless the contract states otherwise, if the payment claim relates to home building work, the payment claim is payable within 10 business days.⁸⁸</p> <p>In any other case, a payment claim is payable on the earlier of:⁸⁹</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.⁹⁰</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.⁹¹</p>
Time for payment schedule	<p>Within the earlier of:⁹²</p> <ul style="list-style-type: none"> the time required by the contract; or 10 business days after the payment claim is served. 	<p>Within the earlier of:⁹³</p> <ul style="list-style-type: none"> the time required by the contract; or 15 business days after being given the payment claim. 	<p>For a payment schedule, within the earlier of:⁹⁴</p> <ul style="list-style-type: none"> the time required by the contract; or 10 business days after being served 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 being served the payment claim. 	<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 building practitioner, within the later of:⁹⁶</p> <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. <p>In any other case, within the earlier of:⁹⁷</p> <ul style="list-style-type: none"> the time stated in the contract; or 10 business days after the payment claim is 	<p>Within the earlier of:⁹⁸</p> <ul style="list-style-type: none"> the time required by the contract; or 10 business days after the payment claim is given to the respondent. 	<p>Within the earlier of:⁹⁹</p> <ul style="list-style-type: none"> the time required by the contract; or 15 business days after the payment claim is made. 	-

	New South Wales ⁱ	Queensland ⁱⁱ	Victoria ⁱⁱⁱ	South Australia ^{iv}	Tasmania ^v	Australian Capital Territory ^{vi}	Western Australia ^{vii}	Northern Territory ^{viii}
What must be included in a payment schedule	<p>A payment schedule must:¹⁰⁰</p> <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. 	<p>A payment schedule must:¹⁰¹</p> <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. 	<p>The payment schedule must:¹⁰²</p> <ul style="list-style-type: none"> identify the payment claim it relates to; indicate the amount (if any) the respondent proposes to pay; be in the prescribed form; contain the prescribed information; and if the scheduled amount is less than the amount claimed, the schedule must 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. <p>The performance security schedule must:¹⁰³</p> <ul style="list-style-type: none"> identify the performance security it relates to; indicate the amount (if any) the respondent proposes to release; indicate when the respondent proposes to release the performance security; be in the prescribed form; contain the prescribed information; and <p>if the scheduled amount is less than the amount claimed, the schedule must 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.</p>	<p>The payment schedule must:¹⁰⁴</p> <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. 	<p>served on the respondent.</p> <p>The payment schedule must:¹⁰⁵</p> <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. 	<p>The payment schedule must:¹⁰⁶</p> <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. 	<p>The payment schedule must:¹⁰⁷</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 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 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.¹⁰⁸</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.¹¹²</p>	<p>If the respondent fails to give a payment schedule, the respondent becomes liable to pay the full amount claimed.¹¹⁶</p>	<p>If the respondent fails to give a payment schedule, the respondent becomes liable to pay the full amount claimed.¹²³</p>	<p>If the respondent fails to give a payment schedule, the respondent becomes liable to pay the full amount claimed.¹²⁷</p>	<p>If the respondent fails to give a payment schedule, the respondent becomes liable to pay the full amount claimed.¹³¹</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.¹³⁵</p>	-

New South Wales ⁱ	Queensland ⁱⁱ	Victoria ⁱⁱⁱ	South Australia ^{iv}	Tasmania ^v	Australian Capital Territory ^{vi}	Western Australia ^{vii}	Northern Territory ^{viii}
<p>To enforce payment, the claimant may either: ¹⁰⁹</p> <ol style="list-style-type: none"> recover the unpaid portion of the claimed amount from the respondent as a debt due in any court of competent jurisdiction; or 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.¹¹⁰ 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.¹¹¹</p>	<p>To enforce payment, the claimant may either: ¹¹³</p> <ol style="list-style-type: none"> 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 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.¹¹⁴ 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>.¹¹⁵</p>	<p>To enforce payment, the claimant may either: ¹¹⁷</p> <ol style="list-style-type: none"> 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 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.¹¹⁸ 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 serve a notice in the prescribed form on the respondent within 10 business days following the due date for payment, informing the respondent that:¹¹⁹</p> <ul style="list-style-type: none"> the claimant intends to apply for adjudication of the payment claim; and the respondent may serve a payment schedule on the claimant within 5 business days. <p>If the respondent fails to give a payment schedule, the respondent becomes liable to release the full amount claimed.¹²⁰</p> <p>To enforce release, the claimant may either: ¹²¹</p> <ul style="list-style-type: none"> recover the unpaid portion of the performance security from the respondent as a debt due to the claimant in any court of competent jurisdiction; or 	<p>To enforce payment, the claimant may either: ¹²⁴</p> <ol style="list-style-type: none"> 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 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.¹²⁵ 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.¹²⁶</p>	<p>To enforce payment, the claimant may either: ¹²⁸</p> <ol style="list-style-type: none"> 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 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.¹²⁹ 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.¹³⁰</p>	<p>To enforce payment, the claimant may either: ¹³²</p> <ol style="list-style-type: none"> 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 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.¹³³ 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.¹³⁴</p>	<p>To enforce payment, the claimant may either: ¹³⁶</p> <ol style="list-style-type: none"> 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 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.¹³⁷ 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.¹³⁸</p>	

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			<ul style="list-style-type: none"> make an adjudication application in relation to the performance security claim. <p>If the claimant elects to proceed to adjudication, they must first serve a notice in the prescribed form on the respondent within 10 business days following the due date for release, informing the respondent that:¹²²</p> <ul style="list-style-type: none"> the claimant intends to apply for adjudication of the performance security claim; and <p>the respondent may serve a performance security schedule on the claimant within 5 business days.</p>					
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),¹³⁹ and may either:</p> <ul style="list-style-type: none"> proceed to adjudication, or recover the unpaid amount in a court as a debt owing.¹⁴⁰ 	<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),¹⁴¹ and may either:</p> <ul style="list-style-type: none"> proceed to adjudication, or recover the unpaid amount in a court as a debt owing.¹⁴² <p>A maximum penalty of 100 penalty units applied for failure to pay the scheduled amount by the due date for the progress payment.¹⁴³</p>	<p>For payment schedules, 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),¹⁴⁴ and may either:</p> <ul style="list-style-type: none"> proceed to adjudication, or recover the unpaid amount in a court as a debt owing.¹⁴⁵ <p>For performance security schedules, the claimant may either:</p> <ul style="list-style-type: none"> proceed to adjudication, or <p>recover the unpaid amount in a court as a debt owing.¹⁴⁶</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),¹⁴⁷ and may either:</p> <ul style="list-style-type: none"> proceed to adjudication; or recover the unpaid amount in a court as a debt owing.¹⁴⁸ 	<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),¹⁴⁹ and may either:</p> <ul style="list-style-type: none"> proceed to adjudication, or recover the unpaid amount in a court as a debt owing.¹⁵⁰ 	<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),¹⁵¹ and may either:</p> <ul style="list-style-type: none"> proceed to adjudication, or recover the unpaid amount in a court as a debt owing.¹⁵² 	<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,¹⁵³ and may either:</p> <ul style="list-style-type: none"> proceed to adjudication, or recover the unpaid amount in a court as a debt owing.¹⁵⁴ 	-
Time for notice of dispute	-	-	-	-	-	-	-	If the contract does not provide for a time, within 10 working days of receiving the payment claim. ¹⁵⁵
What must be included in a notice of dispute	-	-	-	-	-	-	-	<p>If the contract does not provide for requirements, the notice of dispute must:¹⁵⁶</p> <ul style="list-style-type: none"> be in writing; be addressed to the claimant;

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								<ul style="list-style-type: none"> 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 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 principal fails to pay the full amount. ¹⁵⁷
Who can lodge an adjudication application	The claimant. ¹⁵⁸	The claimant. ¹⁵⁹	The claimant. ¹⁶⁰	The claimant. ¹⁶¹	The claimant. ¹⁶²	The claimant. ¹⁶³	The claimant. ¹⁶⁴	<p>Any party to the contract may apply for adjudication under the Act.¹⁶⁵</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.¹⁶⁶</p>
Time for adjudication application	<p>Within:¹⁶⁷</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 	<p>Within:¹⁶⁸</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 	<p>For payment claims, within:</p> <ul style="list-style-type: none"> 10 business days after the payment schedule, if the scheduled amount is less than the claimed amount;¹⁶⁹ 10 business days after the due date for payment, if the respondent has failed to pay the schedule amount;¹⁷⁰ or <p>if no payment schedule has been provided, the claimant must provide notice to the respondent of the claimant's intention to apply for adjudication within 10</p>	<p>Within:¹⁷⁵</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 	<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.¹⁷⁶</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.¹⁷⁷</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.¹⁷⁹</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.¹⁸⁰</p> <p>Where no payment schedule has been provided</p>	<p>Within 20 business days of:¹⁸⁵</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:¹⁸⁶</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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	of the notice of intention to proceed with adjudication, 10 business days.	could have provided a payment schedule.	business days following the due date for payment, allowing 5 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 5 – business day notice period. ¹⁷¹ For performance security claims, within: <ul style="list-style-type: none"> 10 business days after the payment schedule, if the scheduled amount is less than the claimed amount;¹⁷² 10 business days after the due date for payment, if the respondent has failed to pay the scheduled amount;¹⁷³ or if no payment schedule has been provided, the claimant must provide notice to the respondent of the claimant's intention to apply for adjudication within 10 business days following the due date for payment, allowing 5 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 5 – business day notice period. ¹⁷⁴	with adjudication, 15 business days.	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. ¹⁷⁸	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: ¹⁸¹ <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 adjudication¹⁸²; or the day the claimant receives the payment schedule¹⁸³. 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. ¹⁸⁴		
Time for adjudication response by respondent	An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁸⁷ Within the later of: ¹⁸⁸ <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. 	An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁸⁹ For a standard payment claim, within the later of: ¹⁹⁰ <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. 	An adjudication response may only be lodged if the respondent has served— <ul style="list-style-type: none"> a payment schedule within the time specified; or a performance security schedule within the time specified.¹⁹⁴ Within the later of: ¹⁹⁵ <ul style="list-style-type: none"> 5 business days after receiving the adjudication application; or 	An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁹⁶ Within the later of: ¹⁹⁷ <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. 	An adjudication response must not be given if the respondent failed to provide a payment schedule. ¹⁹⁸ Within the later of: ¹⁹⁹ <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. 	An adjudication response must not be given if the respondent failed to provide a payment schedule. ²⁰⁰ Before the later of: ²⁰¹ <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. 	An adjudication response must not be given if the respondent failed to provide a payment schedule. ²⁰² An adjudication response may be given by the respondent within 10 business days after receiving the adjudication application. ²⁰³	Within 15 working days after the party is served with the adjudication application. ²⁰⁴

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		<p>For a complex payment claim, within the later of:¹⁹¹</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 extension of up to 15 business days to provide a response.¹⁹²</p> <p>In this Act a complex payment claim is a payment claim for more than \$750,000.¹⁹³</p>	2 business days after receiving notice of the adjudicator's acceptance of the application.					
Can new reasons be raised in an adjudication response	No. ²⁰⁵	No. ²⁰⁶	No. ²⁰⁷	No. ²⁰⁸	No. ²⁰⁹	No. ²¹⁰	No. ²¹¹	Yes. All the submissions, documents, and information the party responding to the application relies on can be included in the response. ²¹²
Time for adjudication decision	<p>Within 10 business days after:²¹³</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.²¹⁴</p>	<p>For standard payment claims, 10 business days after the response date.²¹⁵</p> <p>For complex payment claims, 15 business days after the response date.²¹⁶</p> <p>Where 'response date' is:²¹⁷</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; or 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</p>	<p>Within 10 business days after the latest of:²¹⁹</p> <ul style="list-style-type: none"> the day the adjudicator is taken to have been appointed; or the latest day on which the respondent may lodge an adjudication response, <p>or any further time, not exceeding 20 business days, if agreed by both the claimant and respondent.</p>	<p>Within 10 business days of:²²⁰</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.²²¹</p>	<p>Within 10 business days after:²²²</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.²²³</p>	<p>If the respondent is entitled to make an adjudication response, 10 business days after the earlier of:²²⁴</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.²²⁵</p> <p>Otherwise, if a further time is agreed between the claimant and respondent, - within the agreed timeframe.²²⁶</p>	<p>Within 10 business days of:²²⁷</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.²²⁸</p>	<p>Within:²²⁹</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.²³⁰</p>

	New South Wales ⁱ	Queensland ⁱⁱ	Victoria ⁱⁱⁱ	South Australia ^{iv}	Tasmania ^v	Australian Capital Territory ^{vi}	Western Australia ^{vii}	Northern Territory ^{viii}
		payment claim and no agreement about an extension has been reached by the claimant and respondent. ²¹⁸						
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. ²³¹	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. ²³²	On or before 5 business days after the adjudicator's decision is given to the respondent or a later date if the adjudicator determines one. 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
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. ²³⁹	<p>It is an offence not to pay the adjudicated amount within this timeframe. The maximum penalty is 200 penalty units.²⁴⁰</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.²⁴¹</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 or the adjudication decision or requirement to withhold the amount is set-aside or the enforcement proceedings are dismissed by a court.²⁴²</p> <p>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.²⁴³</p>	The adjudication certificate may be filed as a judgement for a debt due in any court of competent jurisdiction. ²⁴⁴	The adjudication certificate may be filed as a judgement for a debt in any court of competent jurisdiction. ²⁴⁵	The adjudication certificate may be filed as a judgement for a debt 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 determination may be filed as a monetary judgement in a court of competent jurisdiction. ²⁴⁸	The determination may be filed in a court of competent jurisdiction to recover the amount as a debt if not paid. ²⁴⁹

	New South Wales ⁱ	Queensland ⁱⁱ	Victoria ⁱⁱⁱ	South Australia ^{iv}	Tasmania ^v	Australian Capital Territory ^{vi}	Western Australia ^{vii}	Northern Territory ^{viii}
Claimant's right to suspend if not paid	<p>If the respondent does not pay:²⁵⁰</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.²⁵¹</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.²⁵²</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.²⁵³</p>	<p>If the respondent does not pay:²⁵⁴</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.²⁵⁵</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.²⁵⁶</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.²⁵⁷</p>	<p>If the respondent does not pay:²⁵⁸</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.²⁵⁹</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.²⁶⁰</p> <p>The notice must state it is being made under this Act.²⁶¹</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.²⁶²</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.²⁶³</p>	<p>If the respondent does not pay:²⁶⁴</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.²⁶⁵</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.²⁶⁶</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.²⁶⁷</p>	<p>If the respondent does not pay:²⁶⁸</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.²⁶⁹</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.²⁷⁰</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.²⁷¹</p>	<p>If the respondent does not pay:²⁷²</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.²⁷³</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.²⁷⁴</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.²⁷⁵</p>	<p>If the respondent does not pay:²⁷⁶</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.²⁷⁷</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.²⁷⁸</p> <p>A claimant is not liable for any losses suffered by the respondent due to the claimant's suspension of the works.²⁷⁹</p> <p>A claimant cannot suspend work or supply while an adjudication review application made by the respondent has not been determined.²⁸⁰</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.²⁸¹</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.²⁸²</p>

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