

PAYMENT SCHEDULE

USING THIS SAMPLE FORM

Why this is a 'sample' form

The Building and Construction Industry Security of Payment Act 2002 does not require you to use any particular form.

This form can help you to prepare a complete and valid Payment Schedule in response to a Payment Claim. You can use it, adapt it for your purposes, or decide not to use it at all.

Required information

Certain details must be provided. If they are not provided, the Payment Schedule is not valid.

The Act requires the Payment Schedule to:

- identify the Payment Claim to which it relates
- indicate the amount of payment (if any) that you propose to make (the 'scheduled amount') and, if the scheduled amount is less than the claimed amount, why there is a difference, and
- if you entered into the contract with the Claimant on or after 30 March 2007, identify the amount of the claim (if any) that you allege is an 'excluded amount'.

Before you start

Check the date of your contract

Amendments to the Act that came into effect on 30 March 2007 altered the rules for completing Payment Schedules.

The amendments also changed what may happen if a Respondent fails to pay the amount claimed on a Payment Claim, provide a Payment Schedule on time, or pay in accordance with a Payment Schedule.

Make sure you know which rules apply in your case. If you entered a construction contract with the Claimant on or after 30 March 2007, the new rules apply.

The Act explains when the contract applies and when the Act applies. You should check the contract and the Act before completing the Payment Schedule.

Check that you can provide the Payment Schedule on time

The Payment Schedule must be served on the Claimant within the time required by the contract or within 10 business days after you were served with a Payment Claim – whichever is earlier.

The Payment Schedule can be served by delivering it in person to the Claimant, lodging it during normal business hours at the Claimant's ordinary place of business, posting or faxing it to the Claimant's ordinary place of business, or, if you entered the contract on or after 30 March 2007, in any manner specified in the contract. The Payment Schedule is not served until it is received by the Claimant or at the Claimant's ordinary place of business. If it is posted, service is 2 business days after the day in which it was posted. If it is faxed, service is immediate unless the fax is sent after 4pm, in which case service is the next day.

If you do not pay the claimed amount on or before the due date, or provide a Payment Schedule on time, you are liable to pay the full amount claimed. The Claimant may recover this amount as a debt due in court or apply for adjudication. In either case, you may incur associated court or adjudication costs as well as having to pay the amount claimed. You may also be charged interest on the unpaid claimed amount. In the meantime, the Claimant has the right to suspend work or cease supplying related goods and services under the contract.

NOTES FOR RESPONDENT

1 Respondent's details

Provide the contact details for your ordinary place of business.

2 Claimant's details

These are likely to have been provided by the Claimant on the Payment Claim, if not on the contract.

3 Project/Site/Job description

Provide sufficient information to identify the project or site that the Claimant worked on, or provided goods or services to.

4 Payment Claim details

You must identify the Payment Claim. If you do not, the Payment Schedule will not be valid. Provide as much information as you can from the Payment Claim itself.

5 List of attachments

You should attach copies of any documents that will help to explain a difference between the claimed amount and the scheduled amount. List them on the form.

6 Signature of Respondent

Check that the details you have provided are accurate and then sign the form.

7 Schedule

The **claimed amount** is the amount that the claimant is seeking from you, as shown on the Payment Claim Form.

The **scheduled amount** is the amount you propose to pay.

The **amount withheld** is the amount that you do not agree to pay for any reason.

8 Reasons for withholding payment

If you are withholding payment for any reason, you must show how much is being withheld and why. Otherwise, your Payment Schedule will not be valid.

Disputed variations

The Payment claim may include amounts for work done, or goods and services provided, under a variation to the contract. Some variations may not be included, depending on when you and the claimant entered the contract.

- If you entered the contract **before 30 March 2007** the Payment Claim may include amounts for work done, or goods and services provided, under a variation to the contract which has been agreed by both parties. You should identify any amounts for variations to which you have not agreed and explain why.
- If you entered the contract **on or after 30 March 2007** the Payment Claim may include an amount for work done, or goods or services provided, for 'claimable variations'. Claimable variations are variations on which the parties agree, and certain disputed variations specified in the Act. You should identify on the Payment Schedule the reasons why you do not agree to pay for any claimable variations.

If the Payment Claim includes any disputed variations that you do not believe are claimable variations, you should identify them as **excluded amounts** (see below).

Excluded amounts

If you entered the contract with the claimant **on or after 30 March 2007**, you must show on the Payment Schedule any amounts that you allege are excluded amounts.

An excluded amount is:

- any amount that relates to a variation of the construction contract that is not a claimable variation
- any amount (other than a claimable variation) claimed under the construction contract for compensation due to the happening of an event, including any amount relating to latent conditions, time related costs and changes in regulatory requirements
- any amount claimed for damages for breach of the construction contract or for any other claim for damages arising under or in connection with the contract
- any amount in relation to a claim arising at law other than under the construction contract.

PAYMENT SCHEDULE

7 Schedule

| Item No. | Description of work, goods or service | Claimed Amount | Scheduled Amount | Amount withheld (if any) |
|---------------|---------------------------------------|----------------|------------------|--------------------------|
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |
| | | \$ | \$ | \$ |
| Totals | | \$ | \$ | \$ |

*Any alleged excluded amounts must be shown if the contract was entered on or after 30 March 2007.

9 Reasons for withholding payment (including excluded amounts)

| Item No. | Amount | Reasons (show calculations) |
|----------|--------|-----------------------------|
| | \$ | |
| | \$ | |
| | \$ | |
| | \$ | |