



Our Ref:
Your Ref:

By Post and Email:

Dear _____,

NOTICE OF DEMAND IN RELATION TO _____ WITH

1. We refer to the contract between you and _____ dated _____
(**Contract**) in relation to the construction of _____
at _____ (the **Premises**).
2. This notice demands that you pay outstanding amounts owing to us under the Contract.

Background

3. Invoice Date: _____
4. Invoice No.: _____
5. Invoice amount: _____
6. As at the date of this letter, \$ including GST remains outstanding in relation to invoice no. _____.

Breach of Contract

7. Accordingly, the sum of \$ (**Outstanding Amount**) is due and payable to _____ (**the Dispute**).
8. Given that we have completed the works under the Contract, we are entitled to make a claim for payment of the Outstanding Amount.
9. Your refusal to pay the Outstanding Amount constitutes a breach of clause _____ of the Contract (**Breach**) and your withholding of the Outstanding Amount is unreasonable, particularly in circumstances where you do not have any proper grounds to dispute or otherwise resist payment of the Outstanding Amount.

Demand for Payment

10. Pursuant to clause ____ of the Contract, we demand payment of \$_____
(**Outstanding Amount**), within ten business (10) days of the date of this letter, being
close of business on _____.
11. Should you fail to make payment of the Amount Owing, being \$_____,
we will seek to recover, in addition to the Amount Owing, all additional interest and
legal costs pursuant to clause ____ of the Contract.

Notice of Breach and Dispute

12. This letter constitutes a notice pursuant to the Contract:
- a. at _____, that you are in breach of the
Contract and must remedy the Breach by making payment of the Outstanding
Amount. In the event that, you do not make payment, we intend to terminate the
Contract, under clause ____ of the Contract.
13. TAKE NOTICE that:
- a. if you fail to participate in a without prejudice conference within fifteen (15)
business days of the receipt of this notice; or
- b. if a without prejudice conference is held and there is no agreement to refer the
Dispute to expert determination or mediation within ten (10) business days after
the without prejudice conference is held

then, in accordance with clause ____ of the Contract, we may institute legal
proceedings against you to recover the amounts in Dispute together with interest and
legal costs.

17. Take further notice that we may act without further reference to you

Yours faithfully,