



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By Email Only:** \_\_\_\_\_

Dear \_\_\_\_\_,

**NOTICE OF BREACH OF CONTRACT**

**PREMISES:** \_\_\_\_\_

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

**Background**

3. \_\_\_\_\_.

**Breach of Contract**

4. In the circumstances outlined above, you have not paid the amount of \$\_\_\_\_\_, comprising \$\_\_\_\_\_ outstanding under the Contract plus interest in the amount of \$\_\_\_\_\_ (**Outstanding Amount**).
5. Given that we have completed the works under the Contract, we are entitled to make a claim for payment of the Outstanding Amount.
6. 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**

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

## Notice of Breach and Dispute

9. This letter constitutes a notice pursuant to the Contract:

a. at clause \_\_\_\_\_, 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.

b. at clause \_\_\_\_\_, of a dispute.

10. TAKE NOTICE that if you do not pay the Outstanding Amount of \$ \_\_\_\_\_ by **close of business on** \_\_\_\_\_, we will take steps to enforce payment of the Outstanding Owing and any additional interest and legal costs, including by applying to an appropriate court forum.

11. We reserve rights under the Contract and otherwise by law.

12. Should you wish to discuss this matter further, please contact our office.

Yours faithfully,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_