[Insert date]

|  |  |
| --- | --- |
| To: | Administrator |

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| Dear [Mr/Sir/Miss/Ms, etc.] |

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| --- |
| [Contract no.] |
| [Road name] |
| [Local government name] |
| Notice of Claim for Cost of Suspension (Clause 34.4) and Prescribed Notice under Clause 46.1 |

Under Clauses 34.4 and 46.1 of the *General Conditions of Contract*, I am notifying you that the notice dated (1) [type here] to suspend the work(s) has incurred additional (3) cost / expense for us and has delayed work under the Contract.

Accordingly, we propose to claim as follows (2):

1. The suspension of work under the Contract due to the act or omission of the Principal, the Principal’s servants or agents, or the Administrator.
2. The basis of the money claim is Clause 34.4; the basis of the time claim is Clause 35.5.
3. The (4) amount / estimated amount of the claim is, or will be (5) $ [type here]. Alternatively, the value of the extra (3) cost / expense incurred will be as valued under Clause 40.5. I have attached available details.

A separate claim for extension of time will be lodged.

Yours sincerely

**Contractor**

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| 1. Insert date of notice of suspension.
2. Expand and/or alter as necessary.
3. Delete as appropriate – cost only, or cost and expense
4. Delete as appropriate. Include as much details as possible.
5. Insert amount or estimated amount.

Note: This notice is in the form of a prescribed notice under Clause 46.1. If it is asserted that the suspension is due to a breach of the Contract by the Principal, the notice must be served within 20 Business Days (refer to Clause 46.1) and the basis of the claim in paragraph (a) of SL116 amended accordingly. Reference to Clause 36 should also be added in paragraph (b). Otherwise it must be served on the Administrator no later than 20 Business Days after the first day upon which the Contractor could reasonably have become aware of an entitlement to claim. In most cases this will be the date of the direction to suspend. SL116 must therefore be served within 20 Business Days after the first day upon which the Contractor could reasonably have been aware of the breach. |