

Screwed Down

The resource pack

The companion to the audiobook. The state by state cheat sheet, the anti screw checklist, the builder check, nine notice templates, the departures schedule template and the wording bank.

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General information, not legal advice. Current as at September 2026.
review.theconstructioncontracts.co/book

Appendix. The resource pack

Everything in this appendix is also online, free, at the links at the end. The online versions are kept current; the Acts change, and the Index grows. Where a number below matters to a decision, check the live version first.

A. The state cheat sheet

The security of payment Acts share one shape and differ in the days. This table is the shape, with the days as they stood in September 2026. It is a working guide, not a substitute for the current Act; every figure was checked against the statute or a state government or nominating-authority summary at the date of writing, and the sources are listed at the end of the appendix. Victoria's Act was substantially rewritten with effect in 2026 and its row reflects the reformed regime as published; check the current Act before relying on any Victorian figure. "BD" means business days.

	CLAIM MUST SAY IT IS UNDER THE ACT	PAYMENT SCHEDULE DUE	PAYMENT DUE (SUBCONTRACT, IF THE CONTRACT IS SILENT OR LONGER)	IF NO SCHEDULE: SECOND- CHANCE NOTICE	THEN APPLY FOR ADJUDICATION	SUSPEND FOR NON- PAYMENT: NOTICE
NSW	Yes	10 BD after the claim, or earlier if the contract says	20 BD after the claim (s11(1B)); longer terms are void	Within 20 BD after the due date, giving 5 BD to schedule (s17(2))	Within 10 BD after the 5 BD ends; if a schedule was served, within 10 BD of it; if scheduled but unpaid, within 20 BD of the due date	2 BD written notice (s27)
QLD	No endorsement required under the BIF Act	15 BD after the claim, or earlier if the contract says	10 BD after the claim if the contract is silent; contractual terms capped at 25 BD for subcontracts	None. No schedule means the full amount is due and the builder cannot raise reasons later	No schedule: within 30 BD after the due date. Schedule less than claimed: within 30 BD of the schedule. Scheduled but unpaid: within	2 BD written notice (s98)

CLAIM MUST SAY IT IS UNDER THE ACT		PAYMENT SCHEDULE DUE	PAYMENT DUE (SUBCONTRACT, IF THE CONTRACT IS SILENT OR LONGER)	IF NO SCHEDULE: SECOND-CHANCE NOTICE	THEN APPLY FOR ADJUDICATION	SUSPEND FOR NON-PAYMENT: NOTICE
					20 BD after the due date	
VIC	Yes	Check the current Act (reformed 2026; the response period to a last-chance notice is now 5 BD)	20 BD after the claim under the reformed Act; longer terms are ineffective; excluded amounts and reference dates abolished	Last-chance notice retained; respondent has 5 BD	Check the current Act; determinations within 10 BD, extendable to 30 by agreement	Check the current Act
WA	Yes	15 BD after the claim, or earlier if the contract says	25 BD after the claim for subcontracts (20 BD for head contracts); longer terms are void	Within 20 BD after the due date, giving 5 BD to schedule	After the 5 BD ends; if a schedule was served, within 20 BD of receiving it	2 BD written notice (after an unpaid determination; check the Act for unpaid claims)
SA	Yes	15 BD after the claim (s14; check the current Act)	15 BD after the claim if the contract is silent	Within 20 BD after the due date, giving 5 BD to schedule (s17(2))	Within 10 BD after the 5 BD ends	2 clear BD written notice
TAS	Yes	10 BD after the claim (20 BD where the respondent is a non-practitioner owner of a residential structure)	Per the contract, otherwise the Act's applicable day (s19)	Within 20 BD after the due date, giving 5 BD to schedule (s21(4))	Within 10 BD after the 5 BD ends	2 BD written notice; resume within 3 BD of payment
ACT	Yes	10 BD after the claim	10 BD after the claim if the contract is silent	Within 20 BD after the due date, giving 5 BD to schedule (s19(2))	Within 10 BD after the 5 BD ends; if a schedule was served, within 10 BD of it; if scheduled but unpaid, within 20 BD after the due date	Written notice; check the Act for the period
NT	Different scheme (Construction Contracts (Security of	Notice of dispute within the contract period or 10 days	Implied terms if the contract is silent; pay-if-paid prohibited; long payment terms overridden	No equivalent	Apply within the Act's window from the date the dispute arises (check the current Act;	Check the Act

CLAIM MUST SAY IT IS UNDER THE ACT	PAYMENT SCHEDULE DUE	PAYMENT DUE (SUBCONTRACT, IF THE CONTRACT IS SILENT OR LONGER)	IF NO SCHEDULE: SECOND- CHANCE NOTICE	THEN APPLY FOR ADJUDICATION	SUSPEND FOR NON- PAYMENT: NOTICE
Payments) Act 2004)				90 days is the figure published by practitioners)	

Three rules that hold in every state. A clause that makes payment depend on the builder being paid by its client has no effect. A clause that tries to contract out of the Act has no effect. A suspension under the Act is not a breach of contract, whatever the contract says.

B. The anti-screw checklist

Twelve clauses. The common position, the fair position. Run any subcontract against it in ten minutes; more than six fails is a job to negotiate hard or price accordingly.

- 1. Payment term.** Common: 30 to 45 days from end of month. Fair: 20 BD from claim, or the Act's period, whichever is shorter.
- 2. Time bars.** Common: 3 to 5 BD, condition precedent. Fair: 10 BD; late notice reduces the claim only by proven prejudice.
- 3. Liquidated damages.** Common: head contract rate, no cap, flow-down. Fair: a rate related to your package, capped at 5 to 10 per cent, sole remedy, no flow-down.
- 4. Completion date.** Common: "as per programme." Fair: a date, moving with the builder's programme.
- 5. Set-off.** Common: "reasonably believes," no notice. Fair: agreed or determined amounts, notified with reasons, 10 BD to dispute.
- 6. Retention.** Common: 5 to 10 per cent, released at the project's completion and a year after a final certificate. Fair: 5 per cent; half at your completion, half at the end of a 24-month defects period from your completion.
- 7. Defects period.** Common: 12 to 24 months from head contract completion, restarting on rectification. Fair: 24 months from your completion, rectified items only, absolute end date.

8. **Release form.** Common: all claims released. Fair: notified claims, retention, unpaid certified amounts and Act rights carved out.
9. **Variations.** Common: written direction only, site instructions excluded, dockets for record purposes. Fair: a docket signed by the site manager or above is the direction; rates in the schedule.
10. **Qualifying causes of delay.** Common: "Variations." Fair: builder's acts, late access or supply, latent conditions, suspension, weather, other trades; concurrent delay recognised; deemed extension if unanswered.
11. **Termination for convenience.** Common: builder only, work done only. Fair: committed costs, demobilisation and a fee on the balance.
12. **Pay-when-paid and head contract tethers.** Common: throughout. Fair: none; every entitlement measured against your own contract.

C. The ten-minute builder check

Before you price. Get the ACN from the draft subcontract and run each against that company and its parent.

- ASIC company extract: incorporation date, directors, recent changes, any external administration documents.
- Court lists (Supreme and Federal): winding-up applications.
- The state adjudication registry: determinations against the builder, and whether any were paid.
- Personal Property Securities Register: who holds security over the builder's assets.
- A credit report (CreditorWatch, Equifax or similar): payment defaults, judgments, tax debts over \$100,000, risk score.
- Payment Times Register: reported payment times to small suppliers, if the builder is large enough to report.
- Retention trust: on a NSW head contract of \$20 million or more, ask which bank holds the trust account.
- One phone call to a subcontractor currently on the builder's job.

D. The templates

Nine emails and notices. Each is one page in the online pack with the blanks marked. The wording below is the working core; check the Act's form requirements for any statutory notice in your state before sending.

1. Claim confirmation (three business days before the claim). "Our progress claim for [month] will be served on [date] for approximately \$[amount]. Please confirm the due date for payment under the Subcontract is [date], and advise now if any part of the claim is likely to be disputed so that it can be resolved before the claim is served."

2. Payment claim endorsement. On every claim, in your state's words. NSW: "This is a payment claim made under the Building and Construction Industry Security of Payment Act 1999 (NSW)." Adapt the Act's name for your state; Queensland no longer requires an endorsement but including one does no harm.

3. Change notice (the four-line email). "Confirming the instruction from [name] on site on [date] to [describe]. We consider this a variation to our scope [or: a delay to our works caused by (describe)]. We will proceed as instructed and submit our price [or: particulars] within [x] business days. Please advise immediately if this instruction is not confirmed."

4. Notice of delay. "We give notice under clause [x] that the following event will delay our works: [describe]. The event occurred on [date]. Our current estimate of the delay is [days]. The cause is [describe, and state that it is not within our control]. We will provide further particulars as they become available and claim an extension of time under clause [y]."

5. Extension of time claim. "We claim an extension of time of [days] to the Date for [Works] Completion under clause [x], arising from the delay notified on [date]. The event was [describe]. It delayed the critical path activity [name] from [date] to [date] as shown on the attached programme. We have mitigated by [describe]. Please issue your determination within the period required by the Subcontract."

6. Certificate query. "We note the certified amount of \$[x] is \$[y] less than the amount claimed. For each deduction, please provide within five business days the clause relied on, the notice given, and the supporting records. We reserve our rights under the Subcontract and the Act."

7. Back-charge response. "We do not accept the back charge of \$[x] notified on [date]. No notice of the alleged failure was given before the cost was incurred as required by clause [y]; no records substantiate the amount; and the cost has not been shown to be attributable to our works. The amount is disputed and will be included in our next claim as an amount owing."

8. Retention release claim. "The [first half / balance] of retention became releasable on [date] under clause [x] on [event: completion of our works / expiry of the defects period]. We claim release of \$[amount]. Please pay within [x] business days. If any amount is to be withheld for an outstanding notified defect, please identify the defect and the reasonable cost of rectification."

9. Statutory stand-down notice. "Notice under section [x] of the [Act]. Our payment claim dated [date] for \$[amount] was due for payment on [date]. [No payment schedule was served / The scheduled amount has not been paid.] The amount remains unpaid. We give notice that unless payment is received in full by [date, being not less than the Act's notice period], we will suspend carrying out construction work under the Subcontract from [date] in accordance with the Act. The suspension will not be a breach of the Subcontract and we will claim the costs of it."

Plus the letter of intent to adjudicate from chapter 8 and the second-chance notice in the form your state's Act requires.

E. The departures schedule template

Five columns: Item, Clause, Original wording, Proposed wording (deletions struck, insertions marked), Justification, and a Builder response column. Row one is the precedence clause:

Special Condition 1. Effect and precedence of the departures. The departures agreed between the parties and recorded in the departures schedule dated [date] (Departures) amend the Formal Instrument, the Contract Particulars, the Conditions, the Schedules and the Scope of Works as stated in each Departure and are incorporated in this Schedule. To the extent of any inconsistency the Departures prevail over every other provision of the Subcontract,

including any entire agreement clause, order of precedence, time bar, or provision stating that the Subcontract is accepted unamended. No acknowledgment, deemed acceptance, condition precedent, release or waiver elsewhere in the Subcontract limits an entitlement conferred by a Departure.

Then the twelve clauses from the checklist, in three groups: corrections to the builder's own document first, the law second, the money third. The online template has the wording for each.

F. The wording bank

Replacement wording that builders have signed, for the twelve.

- **Payment:** "The amount certified is payable within 20 Business Days after the Progress Claim is made, being the period permitted by section [x] of the Act."
- **Time bars:** "Late notice does not bar a claim. The Builder's remedy for late notice is limited to any prejudice it demonstrates it has actually suffered as a result of the late notice. The period for notice runs from the date the Subcontractor's Representative became aware of the event."
- **Liquidated damages:** "\$[x] per calendar day, capped in aggregate at [5] per cent of the Contract Price. Liquidated damages are the Builder's sole and exclusive remedy for delay in achieving Completion." Delete any "or actual costs" alternative and any Head Contract indemnity.
- **Completion date:** "[Date], adjusted under clause [x]. Where the Builder issues a revised programme that moves any activity of the Works later, the Date for Completion is extended by the same period."
- **Set-off:** "The Builder may deduct only amounts agreed in writing by the Subcontractor or determined under clause [x], identified in the payment schedule with reasons. This clause governs every right of deduction under the Subcontract."
- **Retention:** "50 per cent released within 10 Business Days after Completion of the Subcontractor's works; the balance within 10 Business Days after the end of the Defects Liability Period, less only

the reasonable cost of rectifying notified defects then outstanding. Recourse only for amounts agreed or determined, on 5 Business Days written notice."

- **Defects:** "24 months from Completion of the Subcontractor's works. A further period for rectified work applies to the rectified item only and does not extend beyond 36 months from Completion."
- **Release:** "excluding claims notified in writing before the date of this release, release of security or retention, amounts certified but unpaid, and any right under the Building and Construction Industry Security of Payment Act."
- **Variations:** "A site instruction, daywork instruction or docket signed by the Builder's Site Manager, Project Manager or Representative constitutes a written direction under clause [x], and the work recorded in it is payable at the Schedule of Rates or under clause [y]."
- **Qualifying causes:** "any act, default or omission of the Builder, the Principal or their consultants or contractors; late access, structure, scaffold, craneage or Builder-supplied materials; latent conditions; suspension not caused by the Subcontractor; inclement weather beyond the programme allowance; industrial action not specific to the Subcontractor. Where a qualifying cause is concurrent with another cause, the Subcontractor is entitled to the extension. If the Builder does not determine a claim within 10 Business Days, the extension claimed is taken to be granted."
- **Termination for convenience:** "the Subcontractor is paid for work performed, the cost of materials ordered or fabricated for the Works that cannot reasonably be resold, demobilisation, and a fee of 5 per cent of the unperformed balance of the Contract Price in lieu of profit and overheads."
- **No pay-when-paid:** "Nothing in this Subcontract makes the Builder's liability to pay, or the date on which any amount (including security) becomes payable, contingent on the Builder receiving payment, an extension of time or any other thing from the Principal. Any such provision is of no effect."

G. The links

- The Subcontract Risk Scanner (free, about ninety seconds):
review.theconstructioncontracts.co
- Claim Pro, the payment dispute assessment (free):
review.theconstructioncontracts.co/claim
- The templates and checklists, current versions:
review.theconstructioncontracts.co/templates
- The Australian Subcontract Index, live figures:
review.theconstructioncontracts.co/benchmarks
- The Construction Contracts Co.: theconstructioncontracts.co

Sources for the figures in this book

ASIC, Insolvency statistics, series 1, financial year 2025-26 (published July 2026). ASIC media release 23-346MR, Annual corporate insolvency statistics, 2022-23. Payment Times Reporting Regulator, Regulator's Update, July 2025 (Reporting Cycle 8, 1 January to 30 June 2025). CreditorWatch, Business Risk Index, April 2026. World Commerce and Contracting (then IACCM), research on the cost of poor contract management, 2011-12, reported October 2012. ABC News, 2 March 2022, on the Probuild administration. J Murray AM, Review of Security of Payment Laws, December 2017. Building and Construction Industry Security of Payment Regulation 2020 (NSW). The state Acts: Building and Construction Industry Security of Payment Act 1999 (NSW); Building Industry Fairness (Security of Payment) Act 2017 (Qld); Building and Construction Industry Security of Payment Act 2002 (Vic), as amended 2026; Building and Construction Industry (Security of Payment) Act 2021 (WA); Building and Construction Industry Security of Payment Act 2009 (SA); Building and Construction Industry Security of Payment Act 2009 (Tas); Building and Construction Industry (Security of Payment) Act 2009 (ACT); Construction Contracts (Security of Payments) Act 2004 (NT). The Australian Subcontract Index, as at September 2026, 69 contracts; live figures at the link above.