

Subject: [Project name]: deed of release and excluded claims

Hi [contract administrator],

Thanks for sending the deed of release with the final payment for [subcontract title / number].

We are happy to sign a release for the amounts being paid. As drafted, the deed also releases claims that are still open between us, so we have marked it up as follows before signing.

1. Add to the release clause:

"This release does not apply to the Excluded Claims listed in Schedule A, to retention or other security not yet returned, to any amount certified or scheduled but unpaid at the date of this deed, or to any right that cannot be released under Building Industry Fairness (Security of Payment) Act 2017 (QLD)."

2. Schedule A (Excluded Claims):

- (a) Variation [number / description], \$[amount], notified [date]
- (b) Extension of time and delay costs notified [date], \$[amount or "to be assessed"]
- (c) Back charge [description] disputed in our email of [date], \$[amount]
- (d) Retention of \$[amount], due for release on [trigger and date]
- (e) [any other open item]

3. The release to be mutual for the released matters, so that it applies to claims by [head contractor] against us for the same period, other than defects notified during the defects liability period.

If you would prefer to resolve the Schedule A items first, we are equally happy to sign the deed unamended once they are agreed and paid.

Please confirm and send through the revised deed for signing. In the meantime, the undisputed amount of \$[amount] remains payable under the contract and Building Industry Fairness (Security of Payment) Act 2017 (QLD).

Regards,

[name]

[company, ABN]

[phone]