# Give notice of a substantial breach of the Contract

Mentioned in Clauses 17.1 & 17.2

## User guidance

Instructions in the sample text below have been highlighted in yellow. If highlighting is not visible, go to Tools/ Options then click on the View tab, tick the Highlight check box and click the OK button.

MW21 Clause Commentary on Clauses 17.1 and 17.2 is available on the ProcurePoint website. Please view the [Index of construction documents](https://www.procurepoint.nsw.gov.au/index-construction-documents) to locate all documents referenced throughout this text.

## Sample text for letter to the Contractor

|  |
| --- |
| » insert the dateThe Contractor,» insert the name of the ContractorABN » insert the Contractor ‘s ABN» insert the Contractor ‘s addressAttention: » insert the name of the Contractor’s nominated representative**» insert the Contract nameContract No. » insert the Contract No.****Notice of a substantial breach of the Contract**This is notice under Clause 17.1 of the General Conditions of Contract that your company, as Contractor under the above Contract, has committed a substantial breach of the Contract by:* 1. » insert details of each substantial breach in terms of an act, omission or failure by the Contractor. Include reference to the relevant provision of the Contract;
	2. ».

Please provide written reasons why the Principal should not take further action in response to this substantial breach. The reasons are to include proposals to remedy the breach, in accordance with Clause 17.1.If you fail to provide a satisfactory response within 7 days after receiving this notice, the Principal may either take over carrying out the work under the Contract or terminate the Contract, in accordance with Clause 17.2 of the General Conditions of Contract.Yours sincerely,» insert the name of the person issuing the notice» insert the person ‘s position title**for the Principal** |

## Guide Notes

1. A person who holds the appropriate delegated authority from the Principal must issue this notice.
2. Ensure that this notice is served promptly on the Contractor, at its current registered business address. The notice should be delivered by hand, by courier or by registered post. Obtain evidence of the time and date of receipt. Facsimile or email transmission may be used in addition to delivery of a hard copy, to expedite prompt action by the Contractor. Normal postal services should not be relied upon for this notice.