

JBCC ADVISORY NOTE: EDITION 6.2

DOCUMENT/S Principal Building Agreement

DISCLAIMER *The purpose of this publication is to give advice on the most effective use of the JBCC documents. Advice is given in good faith and JBCC disclaims all liability for any loss, damage or expense that may be incurred through acting on such advice*

25.0 PAYMENT - Suspension

25.14 Where the **employer** has made a partial or no payment of the amount due in an issued **payment certificate** by the due date or where the **principal agent** fails to issue a **payment certificate**, the **contractor** may give five (5) **working days notice** to comply, failing which the **contractor** may:

25.14.1 **Suspend the works** [28.1.3]

28.0 SUSPENSION BY THE CONTRACTOR

28.1 The **contractor** may give ten (10) **working days notice** to the **employer** and the **principal agent** of the intention to suspend the **works** where the **employer** or **principal agent** has failed to:

28.1.1 Provide ...

28.1.2 Issue a **payment certificate** by the due date [25.2] [CD]

28.1.3 Make payment in full of an amount certified in an interim **payment certificate** by the due date [25.10] [CD]

INTERPRETATION

There is a contradiction in Edition 6.2 between subclause 25.14.1 [suspend on five (5) **working days notice**] and subclauses 28.1.2 & 3 [suspend on ten (10) **working days notice**, for failing to make payment or to issue a **payment certificate**]

SUGGESTED ACTION

*Register in the **contract data** under **B 15.0 Changes made to the JBCC documentation** the following:*

25.14 Where the **employer** has made a partial or no payment of the amount due in an issued **payment certificate** by the due date or where the **principal agent** fails to issue a **payment certificate**, the **contractor** may give ten (10) **working days notice** to comply, failing which the **contractor** may:

25.14.1 **Suspend the works** [28.1.3]