[**Instructional note: Seek advice from the ACT Government Solicitor prior to issuing this letter.**

For use by a senior representative and appropriate delegate of the Principal to notify of a substantial breach of the Contract by the Contractor.

This letter is not to terminate the Contract.

A person who holds appropriate delegated authority from the Principal must issue this notice.

Ensure that this notice is served correctly and promptly on the Contractor, in accordance with clause 28. It must be served to the current registered business address of the Contractor by hand, by courier (where an acknowledgement of receipt can be obtained), or registered post. Officers should consider the timing of when a notice sent by post will be received. Obtain evidence of the time and date of receipt. Facsimile or email transmission may also be used in addition to delivery of a hard copy, to expedite prompt action by the Contractor. Normal post services should NOT be relied upon for this notice.

Any text in red is to be completed by the drafter. Delete this note and any other prompts in red text prior to completing the letter]

To: [Insert name of Contractor in full as per contract]

ACN: [Insert ACN of Contractor]

ABN: [Insert ABN of Contractor]

[Insert address]

[Insert address]

ATTN: [Insert Contractor’s Authorised Person]

Date: [Insert]

**[Insert name & number of Contract]– ACT Modified Version of MW21 (“Contract”)**

**NOTICE OF A SUBSTANTIAL BREACH OF THE CONTRACT**

**Clauses 17.1 & 17.2**

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. [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].

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 position title]

**for the Principal**