

Sample Letters regarding Notice of Determination

DRAFT

SAMPLE

Ref :

Date

[Main Contractor]

BY REGISTERED POST

Attn : _____

Notice from Architect for
determination

← Notice of
Default

Dear Sirs,

[PROJECT TITLE]

ARCHITECT'S NOTICE ACCORDING TO CLAUSE 35.1 FOR DETERMINATION

We refer to the previous warning in our letters ref. _____ dated _____,
[Main Contractor] still fails to [specify the defaults] with the Works.

In accordance with Clause 35.1 of the Conditions of Contract, we hereby notify you that if
[Main Contractor] shall either continue such default for fourteen days after receipt of this
notice or shall any time thereafter repeat such default (whether previously repeated or not),
then we have no alternative but to recommend the Employer, without prejudice to any other
rights or remedies that the Employer may possess, determine forthwith the employment of
[Main Contractor] under this Contract.

Yours faithfully,

[Architect]

c.c. [Employer]
[Structural Engineer]
[Building Services Engineer]
[Davis Langdon & Seah]

/(fsw-L1)

DRAFT

SAMPLE

Ref :

Date

[Main Contractor]

BY REGISTERED POST

Attn : _____

Notice of determination from
Employer

Dear Sirs,

[PROJECT TITLE]

NOTICE OF DETERMINATION ACCORDING TO CLAUSE 35.1(3) OF
CONDITIONS OF CONTRACT

We refer to the Architect's letter ref. _____ dated _____ delivered
to you by registered post serving the notice that in his opinion [Main Contractor] despite the
previous warnings in writing, has failed to [specify the defaults] to the Works.

In accordance with Clause 35.1(3) of the Conditions of Contract, we hereby notify you that,
without prejudice to any other rights or remedies that the Employer may possess, the
employment of [Main Contractor] under this Contract shall forthwith be determined.

Yours faithfully,

[Employer]

c.c. [Architect]
[Structural Engineer]
[Building Services Engineer]
[Davis Langdon & Seah]

/(fsw-L2)

DRAFT

SAMPLE

Ref :

Date

[Main Contractor]

BY REGISTERED POST

Attn : _____

Dear Sirs,

[Project Title]
OUTSTANDING PAYMENT

We refer to your letter ref. _____ dated _____ enclosing the report prepared by your consultant in relation to the value of works and materials at the above Site as at [Date], being the date of determination of [Main Contractor] employment. As you are aware, site progress records in this regard were jointly prepared and agreed between [Main Contractor] and Davis Langdon & Seah between [Dates] inclusive and a complete set of these records is enclosed for your information.

In accordance with Clause 35.4(10) of the Conditions of Contract, we shall not require to make any further payment to you until the final settlement of account. Upon completion and certification by the Architect of the amount of expenses properly incurred by the Employer, and the amount of any direct loss and/or damage suffered by the Employer as a result of the determination of your employment, we will pay to you any outstanding monies due. We anticipate however, that reconciliation of the figures will produce a significant debt payable by [Main Contractor] to [Employer].

Yours faithfully,

[Employer]

c.c. [Architect]
[Structural Engineer]
[Building Services Engineer]
[Davis Langdon & Seah]

/(fsw-L3)

SR1:GT-A:(7.8.2009)
Davis Langdon & Seah

- APB/3 -

DRAFT

SAMPLE

Ref :

Date

[Nominated Sub-Contractor]

Attn : _____

Dear Sirs,

[NSC]
[PROJECT TITLE]
OUTSTANDING PAYMENT

We refer to your inquiry regarding the outstanding payment of [Amount] which represents the retention being held prior to the determination of the Main Contractor, [Name], by the Employer for the captioned project.

We would advise that, in accordance with Clause 35.4(10) of the Conditions of Contract, the Employer shall not be bound by any provision of the Contract to make any further payment to [Main Contractor] until the Completion of the Works and upon the verification of the accounts thereof will be Architect certify the amount of expenses properly incurred by the Employer and the amount of any direct loss and/or expense properly incurred by the Employer by the determination.

The difference between the above-mentioned amount after adding the monies paid before the date of determination and the total amount which would have been payable on due completion shall be a debt payable to the Employer by [Main Contractor] or vice versa.

Continued/

SR1:GT-A:(7.8.2009)
Davis Langdon & Seah

- APB/4 -

Ref :

DRAFT

The Architect and ourselves are in the process of verifying such accounts. However, we anticipate that the reconciliation of the figures will produce a significant debt payable by [Main Contractor] to the Employer. We shall keep you inform once the accounts have been finalized.

Should you have any queries to the above, please let us know.

Yours faithfully,

For and on behalf of
DAVIS LANGDON & SEAH HONG KONG LIMITED

c.c. [Employer]
[Architect]
[Structural Engineer]
[Building Services Engineer]

/(fsw-L5)

DRAFT

SAMPLE

Ref :

Date

[Nominated Sub-Contractor]

Attn : _____

Dear Sirs,

[NSC]
[PROJECT TITLE]
OUTSTANDING PAYMENT

DLS reply to payment request from
NSC after certification of
Employer's expenses and direct
loss incurred due to determination

We refer to your invoice dated _____ regarding the outstanding payment of [Amount] which represents the retention being held prior to the determination of the Main Contractor, [Name] by the Employer for the captioned project.

We would advise that, in accordance with Clause 35.6 of the Conditions of Contract, the Architect has certified the amount of expenses properly incurred by the Employer and the amount of any direct loss and/or expense properly incurred by the Employer by the determination on [Date] which represents a significant debt payable by [Main Contractor] to the Employer. Hence, the Employer shall not be bound by any provision to make any further payment to [Main Contractor] but instead to recover the debt from them.

Should you have any queries to the above, please let us know.

Yours faithfully,

For and on behalf of
DAVIS LANGDON & SEAH HONG KONG LIMITED

c.c. [Employer]
[Architect]
[Structural Engineer]
[Building Services Engineer]

/(fsw-L4)