

TimeBar Guardian Pack

The NSW payment-claim deadline kit: rules, calculator worksheet, validity screen, diary routine

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The interactive deadline calculator lives in the web version of this pack (download page). This PDF carries the rules, the worked example, the screening checklist, and the diary templates. General information only, never legal advice.

Part 1: The rules, plainly

Under the Building and Construction Industry Security of Payment Act 1999 (NSW), a payment schedule is generally due within 10 business days after the payment claim is served, or earlier if your contract says so (s 14(4)). Serve it late and it generally has no effect under the Act, which can leave you barred from raising defences in adjudication.

Business day (s 4): any day except Saturday or Sunday, a public holiday, or 27, 28, 29, 30 or 31 December. Counting starts the day after service: the service date is day zero.

What makes it a payment claim (s 13(2)): it must identify the construction work, state the claimed amount, and state it is made under the Act. A payment claim must be served within 12 months after the work was last carried out, or the longer period the contract allows (s 13(4)).

QLD (general information only): Building Industry Fairness (Security of Payment) Act 2017 (Qld), 15 business days; QLD business days additionally exclude 22-24 December and 2-10 January.

Worked example

Claim served Monday 5 Oct 2026 (NSW). Day zero: Mon 5 Oct. Count: Tue 6 (1), Wed 7 (2), Thu 8 (3), Fri 9 (4), Mon 12 (5), Tue 13 (6), Wed 14 (7), Thu 15 (8), Fri 16 (9), Mon 19 (10). Deadline: Monday 19 October 2026. Serve early anyway.

Part 2: Claim-validity screening checklist

Run this before counting. A 'no' where it matters means the clock may not be what you think: see your construction solicitor, do not compute.

- Is there a construction contract? No contract, different lane.
- Does the document identify the work and state a claimed amount? (s 13(2)(a)-(b))
- Does it state it is made under the Act? (s 13(2)(c))
- Was it served in time? Within 12 months after the work was last carried out, or the longer contract period (s 13(4)).
- Was service effective? Check your contract and s 31.
- Has a schedule already been served for this claim? One claim, one schedule.
- Does your contract shorten the window? Read the payment clause: the contract can only shorten your risk.

Refusal branch: if you cannot answer any of the above with confidence, do not compute a deadline.

Forward the document to your construction solicitor with this checklist and your best answers.

Part 3: The diary routine

No monitoring service here. You, a calendar, and three entries, made the day the claim arrives.

1. T-3 (three business days before): 'Payment schedule due in 3 business days: [claim ref]. Draft with solicitor if not served. Confirm service method today.'
2. T-1 (one business day before): 'Payment schedule due tomorrow: [claim ref]. If not served, serve today.'
3. T-0 (due date): 'Payment schedule due TODAY: [claim ref]. Confirm service is complete. If not, call the solicitor now.'

Part 4: When the window may already have passed

1. Call your construction solicitor today. Remaining options are legal strategy; this pack does not do legal strategy.
2. Preserve everything: the claim, proof of service on you, the contract payment clause, all correspondence.
3. Do not admit anything in writing about the missed date until the solicitor has seen the file.

TimeBar will not tell you that you are fine. If the window looks closed, this pack says so plainly and points you at a lawyer.