

INTERIM PAYMENT APPLICATION

APPLICATION — SEND TO THE PAYER

The payee's application — the sum considered due, how it is calculated, the dates

KD-PAY-AP-001 Rev A0

The payee's application for an interim payment. It states the sum you consider due and the basis on which it is calculated — what the Housing Grants, Construction and Regeneration Act 1996 (HGCRA 1996) s.110A(3) asks a payee's notice to specify. WHAT IT DOES: where your contract lets or requires you to notify the sum before the payer's payment notice is due, and you apply as the contract says, this application is regarded as your notice in default if no payment notice follows (s.110B(4)); its sum then becomes the notified sum the payer must pay by the final date for payment (s.111(1) and (2)(c)) unless a pay less notice is given in time. Where the Scheme's payment rules apply, the payment falls due on the later of 7 days after the end of the period and the making of your claim (Scheme para 4). WHAT IT DOES NOT DO: it does not stop the payer valuing the work differently in a payment notice (KD-PAY-PN-003) or paying less under a valid pay less notice (KD-PAY-PL-004); and an application not given in accordance with the contract does not count under s.110B(4). If your contract has no application step and no payment notice arrives in time, give KD-PAY-DN-002. Written for England and Wales. Part II of HGCRA 1996 also covers work in Scotland, which has its own Scheme regulations; Northern Ireland has its own construction contracts Order and Scheme — use those there. The Act's payment rules do not apply to a contract with a residential occupier: one principally about work on a dwelling that a party to the contract lives in or intends to live in (HGCRA 1996 s.106). A subcontract on a house is not excluded — the homeowner is not a party to it. Nor do they apply to work that is not construction operations (s.105(2)): for example manufacture or delivery to site of materials, components, plant or equipment under a contract that does not also provide for installing them, or installing plant or machinery (and its supporting steelwork) on a site whose primary activity is power generation, water or effluent treatment, or the production, processing or bulk storage of chemicals, pharmaceuticals, oil, gas, steel or food and drink.

BEFORE YOU ISSUE THIS

Your contract's own wording and time limits govern. Before you issue this, read the payment and notices clauses — the dates, who notices go to, and how they must be sent — and take advice where money is at stake. This document gives notice and keeps a record; it does not decide what is due and cannot promise any outcome.

1 THE CONTRACT AND THE PARTIES

FROM (PAYEE)		TO (PAYER)	
ADDRESS AND EMAIL		ADDRESS FOR NOTICES	
PROJECT AND CONTRACT	CONTRACT / ORDER REF	PAYMENT CLAUSE NO.	DATE OF THIS DOCUMENT
APPLICATION NO.	VALUATION DATE / PERIOD END	WORKS COVERED	

- ☐ Our contract lets or requires this application before the payer's payment notice is due (clause in section 1). It is intended to stand as our notice under HGCRA 1996 s.110B(4) if no payment notice follows — provided it is given exactly as the contract requires.
- ☐ Our contract requires this application as the payment notice (s.110A(1)(b)): its sum is the notified sum (s.111(2)(b)) unless a pay less notice is given in time, and no notice in default is needed.
- ☐ Our contract has no application step: this is our claim for payment. If no payment notice is given in time we will give a payee's notice in default (KD-PAY-DN-002).
- ☐ Checked: this is not a contract with a residential occupier (s.106).

2 DATES FOR THIS PAYMENT

WHERE YOUR CONTRACT DOES NOT SET ITS OWN, the Scheme for Construction Contracts (England and Wales) Regulations 1998 fills the gap: an interim payment falls due on the later of 7 days after the end of the payment period (28 days where the contract states no period) and the payee's claim (Schedule Part II paras 4 and 12); the final date for payment is 17 days after the due date (para 8); the payer's payment notice is due not later than 5 days after the due date (para 9); a pay less notice not later than 7 days before the final date (para 10). The interim rules apply only where the work is not specified or agreed to last less than 45 days (s.109(1); para 12); on a shorter job the contract price falls due on the later of 30 days after completion and the payee's claim (para 6). These are fall-back rules only — they are not your contract's terms, and your contract's own dates govern wherever it has them.

HOW TO COUNT DAYS: under HGCRA 1996 s.116 a period after a date begins the day after that date, and Christmas Day, Good Friday and bank holidays are left out. Periods your contract sets are counted as your contract says. If you are not sure which count applies, meet your own deadline by the earlier date and let the other party's deadline pass by the later one — and take advice where it is close.

KEY DATES — FILL THESE IN FIRST

VALUATION DATE	APPLICATION SENT	PAYMENT DUE DATE	PAYMENT NOTICE DUE BY	FINAL DATE FOR PAYMENT
PAY LESS NOTICE LATEST DATE		WHERE THESE DATES COME FROM		

3 VALUATION — CUMULATIVE TO THE VALUATION DATE

Every line is the total to date, not the movement this period. Attach the build-up for each line. Variations come from KD-CA-VR-001 and daywork from KD-CA-DR-004 (sheets KD-CA-DW-003); the final account is KD-CA-FA-009; the site diary (KD-SITE-SD-013) is the evidence behind dates, labour and delays. State the sum before any CIS deduction: where CIS applies, the payer makes the deduction when it pays and shows it on a payment and deduction statement (KD-CIS-PD-002).

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ITEM	BASIS / REFERENCE	£ EXCL. VAT
Contract works — value of work done to date		
Variations — valued to date		
Daywork — to date		
Materials on site		
Materials off site		
Other sums the contract makes payable		
A Gross valuation to date		
B Less retention		
C Net valuation to date (A less B)		
D Less sums already paid or due for earlier payments		
SUM CONSIDERED DUE (C less D), excluding VAT		
VAT and total including VAT		

4 BASIS OF CALCULATION AND DOCUMENTS ATTACHED

BASIS ON WHICH THE SUM IS CALCULATED

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DOCUMENT / REFERENCE	WHAT IT SHOWS	PAGES

5 HOW THIS WAS GIVEN

Serve it as the contract says. Where the contract says nothing about service, any effective means will do; a notice addressed, pre-paid and posted to the last known principal business address, or a company's registered or principal office, is treated as served; and a notice includes any communication in writing (HGCRA 1996 s.115).

HOW GIVEN	GIVEN TO	DATE AND TIME GIVEN	PROOF KEPT

TRACKER LINE (KD-PAY-PT-006)

6 SIGNED

For the payee:

PRINTED NAME	ROLE	COMPANY	SIGNATURE	DATE	TIME

Received for the payer (optional acknowledgement):

PRINTED NAME	ROLE	COMPANY	SIGNATURE	DATE	TIME

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R REVISION HISTORY

Every revision of this document, and every review that found nothing to change. The revision on the front of this sheet is the one you are holding — check kubitdocs.com for the current one before use.

Rev	Date	Class	What changed	Authorised by
D0	2026-09-12	first-issue	First issue.	— not yet approved —
A0	2026-09-12	review	Approved for issue by the author. Content unchanged from the reviewed draft; the draft status strip is removed. No independent third-party review has been carried out.	Author — director, UK principal contractor, SMSTS. Not an independent review.

Class: first-issue · material (the law, a control, a field or the scope changed — past buyers are notified) · editorial (wording or layout only) · review (checked, nothing changed) · withdrawal. Revision prefix D = draft, not approved and not for sale; A = approved for issue by the person named, on the date shown.