

YOUR LOGO

Notice of intention to suspend

HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT 1996
SECTION 112

TO, THE PARTY IN DEFAULT

FROM, THE PAYEE

CONTRACT OR SUBCONTRACT	DATE OF THIS NOTICE	OUR REFERENCE
PAYMENT NOTICE OR APPLICATION	NOTIFIED SUM, £	FINAL DATE FOR PAYMENT

This is a notice of our intention to suspend performance, given under section 112 of the Housing Grants, Construction and Regeneration Act 1996.

The ground on which we intend to suspend is that the notified sum shown above was not paid in full by the final date for payment, and no effective pay less notice was given. The amount unpaid at the date of this notice is £

_____.

Unless that sum is paid in full, we will suspend performance of

_____ from _____ at _____,
which is at least seven days after this notice is given.

THE OBLIGATIONS TO BE SUSPENDED: ALL OF THEM, OR THE ONES LISTED HERE

Our right to suspend ends when the sum is paid in full. Where we exercise it, you are liable for a reasonable amount in respect of the costs and expenses we reasonably incur as a result, and the period of suspension is disregarded in computing any contractual time limit for completing the work affected.

SIGNED

NAME

POSITION

DATE

FOR AND ON BEHALF OF

BEFORE YOU SEND IT

Suspending without getting it wrong

Suspension is a strong right with a narrow gate. Suspending without the right is itself a breach of contract, so check each condition below before this notice goes.



An example on the Scheme's periods, with the notice given the day after the final date. Count the seven days from when your contract treats the notice as given.

The trigger	The notified sum was not paid in full by the final date for payment, and no valid pay less notice was given. A general sense of being owed money is not enough. SECTION 112(1)
The notice	At least seven days, in writing, stating the ground or grounds. Serve it the way your contract says notices are given, and keep proof of the date it was received. SECTION 112(2)
What you may suspend	Any or all of your obligations under the contract. Partial suspension, of one package or one area, is allowed. SECTION 112(1)
When it ends	The moment the sum is paid in full. Plan the restart when you plan the suspension. SECTION 112(3)
What you are entitled to	A reasonable amount for costs and expenses reasonably incurred as a result of suspending, and the suspended period is disregarded when computing contractual time limits for the affected work. SECTION 112(3A) AND (4)

CHECKED AGAINST LEGISLATION.GOV.UK ON 29 SEPTEMBER 2026: HGCRA 1996 SS 111 AND 112