Letter of Demand

Northwind Signage Pty Ltd
ACN 000 123 456 | ABN 00 000 123 456
Unit 6, 22 Sample Street, Exampleton QLD 4999
Telephone (07) 5550 4182 | accounts@northwind-signage.example

Date: 26 November 2026

BY REGISTERED POST WITH SIGNED PROOF OF DELIVERY (ARTICLE NO. RP 0000 1234 5678) AND BY EMAIL TO accounts@harbourline-cafe.example

Our reference: NWS/HLH/1107
Your customer account: HLH-0026
Invoice: INV-1107

The Directors**Harbourline Hospitality Pty Ltd** (ACN 000 654 321)
Registered office: Level 2, 40 Sample Parade, Exampleton QLD 4999
For the attention of Ms Casey Morrow, Director

This letter is addressed to Harbourline Hospitality Pty Ltd, the company that placed the order and owns the business trading as Harbourline Cafe. It is sent to the company's registered office, with a copy by email to the accounts address you have used for our invoices. If Harbourline Hospitality Pty Ltd has engaged a solicitor about this matter, please pass this letter to the solicitor without delay and give us the solicitor's name, firm and reference. We will then deal with the solicitor directly.

LETTER OF DEMAND

Open letter. This letter is not confidential and is not written without prejudice. We may produce it to a court or tribunal.

Re: Unpaid balance of $8,010.00 for the supply and installation of signage at Shop 3, 12 Example Esplanade, Exampleton QLD 4999, Invoice INV-1107: demand for $8,221.20

Dear Ms Casey Morrow,

We write about the overdue balance on the account of **Harbourline Hospitality Pty Ltd** ("Harbourline", "you" or "your") with **Northwind Signage Pty Ltd** ("Northwind", "we", "us" or "our").

This is a formal letter of demand. It sets out what was agreed, what we supplied, what has been paid, how the amount now owing is calculated and the date by which we ask you to pay. It also explains the ways in which you can resolve this matter with us, and what we intend to do if the account remains unpaid.

In summary, Harbourline owes us **$8,221.20** as at the date of this letter. That sum is the unpaid principal of $8,010.00 plus interest at the rate set by our contract. Interest continues to accrue at **$2.19** per day. We ask you to pay the full amount, or to contact us with a written proposal, by **10 December 2026**.

We value the work we have done for Harbourline and we would much prefer to settle this account without involving a tribunal or court.

1.1 **The parties.** Northwind is a company that designs, manufactures and installs commercial

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signage. Harbourline is a company that operates a cafe and function venue trading as Harbourline Cafe at Shop 3, 12 Example Esplanade, Exampleton QLD 4999. Both companies dealt with each other in the course of their businesses.

1.2 **The contract.** On 22 May 2026 we sent Harbourline our written quotation Q-0318 for the design, manufacture and installation of one illuminated street-facing sign and two internal wall signs (the "Works"). On 29 May 2026 you accepted the quotation by signing and returning it, together with our Terms of Trade printed on its last two pages. The signed quotation and the Terms of Trade together form the contract between Northwind and Harbourline (the "Contract"). A copy of the signed Contract is enclosed.

1.3 **Price.** The Contract price for the Works is **$14,300.00 including GST ($13,000.00 plus GST of $1,300.00)**. The price covers design drawings, council-compliant mounting plans, manufacture, delivery, installation and electrical connection by our licensed electrician.

1.4 **Payment terms.** Clause 5 of the Terms of Trade provides for a deposit of 30% on acceptance and the balance within 30 days of the date of the final invoice.

1.5 **Interest on late payment.** Clause 7.2 of the Terms of Trade provides that any amount not paid by its due date bears simple interest at **10%** per annum, calculated daily, from the day after the due date until payment. This is the only rate of interest claimed in this letter.

1.6 **Collection costs.** The Contract does not entitle Northwind to recover collection costs or administration fees from Harbourline. We do not claim any such costs in this letter.

2.1 **Deposit and approval.** You paid the deposit invoice on 12 June 2026. You approved the final design drawings by email on 19 June 2026, and we began manufacture the next business day.

2.2 **Installation.** We installed the Works at Shop 3, 12 Example Esplanade, Exampleton QLD 4999 on 24 July 2026. Our installation team tested every illuminated element in the presence of your venue manager, Mr Riley Tan.

2.3 **Acceptance.** On 24 July 2026, Mr Riley Tan signed our completion sheet on behalf of Harbourline. The completion sheet records that the Works were installed in accordance with the approved drawings and were in working order. You have used the signage at your venue continuously since that date. A copy of the completion sheet is enclosed.

2.4 **No variations.** No variations to the Works or the Contract price were requested or agreed after you accepted the quotation.

3.1 **Final invoice.** On 31 July 2026 we issued Invoice INV-1107 for the balance of the Contract price, being **$10,010.00** including GST. The invoice stated that payment was due by **30 August 2026**, in line with clause 5 of the Terms of Trade.

3.2 **Reminders.** Harbourline did not pay by the due date. Since then we have written to you about the overdue invoice on the following occasions:

(a) on 4 September 2026, a first reminder by email to your accounts address, with a copy of the invoice;

(b) on 22 September 2026, a second reminder by email, which noted that interest was accruing under clause 7.2 of the Terms of Trade;

(c) on 29 September 2026, a telephone call in which you told our accounts manager that Harbourline would pay part of the balance that week and the remainder by the end of October 2026; and

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(d) on 21 October 2026, a final reminder sent by email and by post, which asked for payment of the balance within 14 days.

3.3 **Payment received.** On 3 October 2026 Harbourline paid $2,000.00, which we have credited to Invoice INV-1107. We have received no other payment and no reply to our final reminder of 21 October 2026.

4.1 The statement of your account as at the date of this letter is as follows:

Date

Item

Debit

Credit

Balance

29 May 2026

Deposit invoice INV-1042 (30% of the Contract price)

$4,290.00

$4,290.00

12 June 2026

Payment of deposit invoice, received with thanks

$4,290.00

$0.00

31 July 2026

Invoice INV-1107 (balance of the Contract price, including GST)

$10,010.00

$10,010.00

3 October 2026

Part payment, received with thanks

$2,000.00

$8,010.00

26 November 2026

Principal balance outstanding

$8,010.00

4.2 We have applied your part payment to the principal of Invoice INV-1107. No other payments,

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credits, discounts or set-offs have been made or agreed.

4.3 The total amount owing as at the date of this letter is:

Item

Amount

Principal balance

$8,010.00

Contract interest to 26 November 2026 (see section 5)

$211.20

Total owing on 26 November 2026

$8,221.20

4.4 If you believe any entry in this statement is wrong, please tell us which entry and why, and send us any document that supports your view. We will check it and correct the statement if we have made an error.

5.1 **Basis.** Interest is claimed only because clause 7.2 of the Terms of Trade provides for it. The rate is 10% per annum, simple, calculated daily on the overdue amount from the day after the due date.

5.2 **Calculation to the date of this letter.** Interest has been calculated as follows:

(a) on $10,010.00 from 31 August 2026 to 2 October 2026 (33 days): $90.50; and

(b) on $8,010.00 from 3 October 2026 to 26 November 2026 (55 days): $120.70,

giving total interest to the date of this letter of **$211.20**. A full calculation sheet is enclosed.

5.3 **Continuing interest.** Interest continues to accrue on the principal balance at **$2.19** per day (that is, $8,010.00 multiplied by 10% and divided by 365) until payment.

5.4 **No other charges.** We do not add any fee, penalty or cost to the account other than the contract interest described in this section.

6.1 **The complaint you raised.** On 8 September 2026 you emailed us to say that one illuminated letter on the street-facing sign flickered at night, and that Harbourline would not pay the invoice until it was fixed.

6.2 **How it was resolved.** We treated your email as a warranty claim under clause 9 of the Terms of Trade. Our technician attended on 15 September 2026 and replaced a faulty LED driver at no charge. On 16 September 2026 Mr Riley Tan confirmed by email that the sign was "working perfectly". Copies of the service report and that email are enclosed.

6.3 **No other complaint.** Apart from that warranty matter, Harbourline has not told us of any defect in the Works, any dispute about the amount invoiced or any claim against Northwind. In your telephone call of 29 September 2026 you said the delay in payment was due to cash flow, not to any concern about the Works.

6.4 **If you now dispute the debt.** If Harbourline believes that it does not owe all or part of the amount claimed, or that it has a claim against Northwind, please tell us in writing by 10 December 2026. Please set out the reasons and the amount in dispute, and send us any documents you rely on. We will consider your response carefully and reply within 7 days. We would prefer to resolve any

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real disagreement by discussion or mediation rather than in a tribunal.

7.1 Northwind demands that Harbourline pay **$8,221.20**, together with interest at $2.19 per day from the day after the date of this letter until payment, by **10 December 2026**.

7.2 This gives you 14 days from the date of this letter to pay, to agree a payment arrangement with us under section 9, or to tell us in writing why you dispute the debt.

7.3 If you pay the full amount by 10 December 2026, we will treat the matter as closed and send you a statement showing a nil balance.

8.1 Please pay by electronic funds transfer to:

Account name: Northwind Signage Pty Ltd
Bank: Example Bank Ltd
BSB: 000-123
Account number: 12345678
Payment reference: INV-1107

8.2 Please email a remittance advice to accounts@northwind-signage.example on the day you pay, so that we can match your payment to your account.

8.3 If you prefer to pay by another method, please contact our accounts manager on (07) 5550 4182 before 10 December 2026.

9.1 **Proposal for time to pay.** If Harbourline cannot pay the full amount by 10 December 2026, we are willing to consider a written proposal to pay by instalments. We will consider a proposal of up to four fortnightly instalments, beginning no later than 10 December 2026.

9.2 **Conditions.** We will agree to an arrangement only if it is recorded in writing and signed for Harbourline by a director. The written arrangement must:

(a) acknowledge that Harbourline owes the principal balance of $8,010.00 and the contract interest under clause 7.2 of the Terms of Trade;

(b) set out the amount and date of each instalment; and

(c) provide that, if any instalment is more than 7 days late, the whole unpaid balance and interest become due at once.

9.3 **While the arrangement is kept.** While Harbourline pays each instalment on time, we will take no step to recover the debt. We will also consider waiving interest that accrues after the date of the arrangement if every instalment is paid on time.

9.4 Any proposal you make in response to this section will not be treated as an admission unless it is a signed written arrangement of the kind described in section 9.2.

10.1 **We invite you to discuss this matter.** We would welcome a meeting or telephone call with you to resolve the account. Please contact our accounts manager on (07) 5550 4182 or at accounts@northwind-signage.example to arrange a time before 10 December 2026.

10.2 **Documents.** This letter encloses the documents on which our claim is based. If you need any other document to assess our claim, please tell us which document and we will provide it if we hold it.

10.3 **Mediation.** If you dispute the debt and we cannot resolve the disagreement by discussion, we are willing to attend a mediation with a commercial mediator, for example one chosen from the Australian Small Business and Family Enterprise Ombudsman mediator panel. We propose that each

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party bears its own costs of the mediation and that the mediator's fees are shared equally.

10.4 **What your reply should contain.** If you do not intend to pay in full, your reply should say whether Harbourline accepts all, part or none of the claim, the reasons for any part not accepted, the details of any claim Harbourline says it has against Northwind, and any proposal for payment.

11.1 **Tribunal claim.** If, by 10 December 2026, Harbourline has not paid the amount demanded, entered into a signed payment arrangement or given us a written response raising a genuine dispute, we intend to apply to the Queensland Civil and Administrative Tribunal (QCAT) for an order that Harbourline pay the debt. Because the amount is less than $25,000, the claim is a minor civil dispute within QCAT's jurisdiction. We will ask QCAT to order payment of the principal balance and contract interest to the date of the order.

11.2 **Statutory demand.** The debt is a debt of a company, it is due and payable and it is above the statutory minimum of $4,000. If it remains unpaid and undisputed, we may instead serve on Harbourline a statutory demand under section 459E of the Corporations Act 2001 (Cth). A statutory demand is a separate document in the prescribed form, accompanied by an affidavit verifying the debt. It requires payment within 21 days of service. We will make that decision after 10 December 2026, taking into account any response you give us.

11.3 **No other action.** We do not intend to take any step against Harbourline's directors personally, to refer this matter to any credit reporting body or to involve the police. Non-payment of this account is a civil matter between our two companies.

12.1 No proceedings have been started against Harbourline. This letter is not a court or tribunal document, it is not a statutory demand and it does not require any step to be taken in a court or tribunal.

12.2 This letter is written by Northwind itself, not by a solicitor or a debt collection agency.

13.1 **Reservation of rights.** This letter does not set out every fact or right on which Northwind may rely. Northwind reserves all its rights under the Contract and at law, including the right to claim interest and costs in any proceedings that a tribunal or court may allow.

13.2 **No waiver.** Our willingness to discuss payment, to consider instalments or to delay action does not waive any of those rights, and does not extend the time for payment unless we agree an extension in writing.

13.3 **Limitation.** We note for the record that the time for bringing a claim on the Contract runs for 6 years from the date the cause of action arose. We have no intention of waiting that long and will act as stated in section 11.

14.1 **Who to contact.** All communications about this account should go to our accounts manager, Sam Whitlow, Accounts Manager, on (07) 5550 4182 or at accounts@northwind-signage.example, quoting our reference NWS/HLH/1107.

14.2 **How we will contact you.** We will correspond with you in writing at the addresses used for this letter. If we telephone you, we will do so during business hours on weekdays, and we will not contact you more often than is needed to deal with this account.

14.3 **If you have a representative.** If you would like us to deal with your solicitor, accountant or another representative, please give us their details and your written authority, and we will contact only that person.

We look forward to receiving your payment or your response by 10 December 2026.

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Yours faithfully,

Jordan Avery
Director
For and on behalf of **Northwind Signage Pty Ltd** (ACN 000 123 456)
Date: 26 November 2026

Enclosures:

1. Quotation Q-0318 signed on 29 May 2026, with Terms of Trade
2. Design approval email of 19 June 2026
3. Completion sheet signed on 24 July 2026
4. Deposit invoice INV-1042 and Invoice INV-1107
5. Reminder emails of 4 September and 22 September 2026, and final reminder of 21 October 2026
6. Your email of 8 September 2026, service report of 15 September 2026 and email of 16 September 2026
7. Statement of account and interest calculation to 26 November 2026

Record of sending (kept on our file, not sent with the letter): posted by registered post with signed proof of delivery on 26 November 2026, article number RP 0000 1234 5678; emailed as a PDF to accounts@harbourline-cafe.example on 26 November 2026; proof of delivery card to be filed with this copy when returned; payment and response deadline diarised for 10 December 2026.

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