

# BUILDING CONTRACTS & REGULATION QUEENSLAND

## SUPPLEMENT FOUR – MAY 2017

### CHAPTER THREE – Paragraphs [3.36] & [3.72]

[3.36.1] Naturally enough great care should be taken to ensure that the copies are accurate; although in New South Wales the question of whether a minor or trivial discrepancy could be tolerated nevertheless was left open.<sup>1</sup>

[3.72.1] Recently the question of whether documents can be served for the purposes of the Act can be accomplished by either the use of:

1. an electronic mail, to which internet link is attached which, upon access by the recipient, the documents to be served can be downloaded; or
2. the delivery of a universal bus stick<sup>2</sup> containing the documents to be served, were found insufficient of themselves to constitute service; that may only happen when the documents themselves are downloaded or accessed.<sup>3</sup>

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<sup>1</sup> *Parkview Constructions Pty Ltd v Total Lifestyle Windows Pty Ltd t/as Total Concept Group* [2017] NSWSC 194 at [56] to [61] (Equity Division – Technology and Construction List) per Hammerschlag J.

<sup>2</sup> Called more commonly a “USB”.

<sup>3</sup> *Parkview Constructions Pty Ltd v Total Lifestyle Windows Pty Ltd t/a Total Concept Group* (supra) at [71] to [81].