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Termination for convenience: Good faith and other possible restrictions – *Albert Monichino QC*

Termination for convenience clauses allow a contracting party to terminate at will and without cause. They are quite common in construction contracts. Clauses that empower the principal (or its representative) to remove part of the work from the contractor's scope of works are also quite common. Is the principal at large in exercising such rights, alternatively is the exercise of such rights tempered by either an implied obligation to act in good faith, the equitable doctrine of penalties; or the equitable doctrine of relief against forfeiture? Can contract drafting assist and, if so, how? As some segments of the building and mining industries in Australia face straightened economic times, it is likely that the courts will be called on to resolve such issues.	68
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