

see also Supersedes by AS 2545-1987
Seminar papers
Seminar on AS 2545...

AS 2545-1982
UDC (087.4):624:621

UNDER REVISION see computer
OB/3

Australian Standard 2545-1982

SUBCONTRACT CONDITIONS

DO NOT USE FOR
SUBCONTRACTS WHERE
THE MAIN CONTRACT
IS BASED ON AS 2124-1986
see TAS JUNE 1986 pp 4-5



STANDARDS ASSOCIATION OF AUSTRALIA
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Association of Consulting Engineers, Australia
Australian British Trade Association
Australian Electrical and Electronic Manufacturers Association
Australian Federation of Construction Contractors
Australian Institute of Quantity Surveyors
Australian Mining Industry Council
Building Industry Specialist Subcontractors Organization
Confederation of Australian Industry
Department of Transport and Construction
Electricity Supply Association of Australia
Institution of Engineers, Australia
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National Association of Australian State Road Authorities
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AUSTRALIAN STANDARD

SUBCONTRACT CONDITIONS

AS 2545—1982

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PREFACE

This standard was prepared by the Association's Committee on General Conditions of Contract in order to provide a set of compatible subcontract conditions for subcontracts involving site work on projects where AS 2124, General Conditions of Contract, is in use as the head contract between the main contractor and the principal.

Although these conditions are firmly based on AS 2124, cognizance was taken of the Subcontract Conditions SC NPWC Edition 3 prepared by the Master Builders Federation of Australia, the Building Industry Specialist Contractors Organization of Australia, and the Australian Federation of Construction Contractors, for use with the National Public Works Conference General Conditions of Contract. Acknowledgement is made of the valuable assistance obtained from this source.

As far as possible, clause numbers in these subcontract conditions parallel corresponding provisions in AS 2124 to allow for ease of cross-reference.

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AUSTRALIAN STANDARD SUBCONTRACT CONDITIONS

AGREEMENT MADE day of 19.....

BETWEEN

of (hereinafter referred to

as 'the Main Contractor') of the one part and

..... of

(hereinafter referred to as 'the Subcontractor') of the other part WHEREAS the Main Contractor has entered into a Contract (hereinafter referred to as 'the Main Contract') with the Principal for the execution of certain work of which the Works the subject of this Subcontract are part and which said Main Contract is to be carried out under the general direction of the Superintendent AND WHEREAS it has been agreed between the parties hereto that the Subcontractor will execute and complete the Works upon and subject to the conditions hereinafter appearing:

NOW IT IS HEREBY AGREED

**Clause 1
INTERPRETATIONS**

1. In this Subcontract the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

5

'*Bill of Quantities*' means a document named therein as a 'Bill of Quantities' issued to tenderers stating the estimated quantities of work to be carried out under this Subcontract.

10

'*Priced Bill of Quantities*' means the Bill of Quantities priced and lodged by the Subcontractor with the Main Contractor, accepted by the Main Contractor as to rates, and as corrected pursuant to Clause 4.2.

15

'*Constructional Plant*' means all appliances and things on the Site (including scaffolding, form work and the like) required for the execution of the work under this Subcontract but not for incorporation in the Works or the Temporary Works.

20

'*Subcontract Sum*' means—

(a) where payment is to be made on a Lump Sum basis, the sum which is stated in the Subcontract to be payable to the Subcontractor for the execution of the work by the Subcontractor and the performance of the obligations of the Subcontractor under the Subcontract;

25

(b) where payment is to be made on a Schedule of Rates basis, the sum ascertained by calculating the products of the rates and the corresponding quantities set out in the Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Schedule of Rates;

(c) where payment is to be made on a Lump Sum and a Schedule of Rates basis, the aggregate of the sums referred to in paragraphs (a) and (b),

but excluding any additions or deductions which may be required to be made pursuant to this Subcontract.

30

'*Cost*'. The word 'cost' shall for the purposes of the subcontract be deemed to include overhead costs whether on or off the site and a fair profit, except where the contrary is expressly stated.

35

'*Date of Acceptance of Tender*' means the date of delivery of acceptance in writing by one party of an offer by the other (including a counter-offer) for the execution of the Works and the performance of this Subcontract.

'*Drawings*' means the drawings referred to in the Annexure B hereto and any modification of such drawings notified to the Subcontractor by the Main Contractor and includes such other drawings as may from time to time be supplied to the Subcontractor by the Main Contractor or the use of which has been permitted by the Main Contractor for the purposes of this Subcontract.

'*Main Contract*' means the agreement between the Principal and the Main Contractor.