

AS 4000—1997
(Incorporating Amendment Nos. 1, 2 & 3)

Australian Standard™

General conditions of contract

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Association of Consulting Engineers Australia
Australasian Railways Association
Australian Chamber of Commerce and Industry
Australian Procurement and Construction Council
AUSTROADS
Construction Industry Engineering Services Group
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Master Builders Australia
National Construction Council / MTIA
Process Engineers and Constructors Association
Royal Australian Institute of Architects

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Incorporating:
Amdt 1—1999
Amdt 2—2000
Amdt 3—2005

Preface

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB/3, General Conditions of Contract.

This Standard incorporates Amendment 1 (August 1999), Amendment 2 (October 2000), and Amendment 3 (March 2005). The changes required by the Amendments are indicated in the text by a marginal bar and amendment number against the clause, note, table, figure, or part thereof affected.

This Standard is the result of a consensus among Australian and New Zealand representatives on the Joint Committee to produce it as an Australian Standard.

Subclauses 8.6 and 29.2 (prefixed by an asterisk) are optional, and may be omitted in the Contract, where necessary, without making consequential amendments, but such omission should be clearly shown on the face of the document by striking out these subclauses or indicating clearly in clause 1 of Annexure Part B or elsewhere that they are *not to apply*. See paragraph (i) of clause 1 on page 5 for the effect of stating deletions in Annexure Part B.

Warning

Users of this Australian Standard are warned that clause 15 (Damage to persons and property other than work under the Contract ('WUC')) does not limit the liability of parties for special, indirect or consequential losses.

This unlimited liability applies notwithstanding any limitations or exclusions permitted under insurance clauses 16 (Insurance of the Works) and 17 (Public liability insurance).

Parties wishing to limit their liability should seek insurance and legal advice before entering a contract under this Standard.

Legislation has come into force in some jurisdictions dealing with security of payments. Parties intending to use this Standard should seek expert advice as to their rights and obligations under such legislation.

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1 Interpretation and construction of Contract

In the *Contract*, except where the context otherwise requires:

- Item** means an *Item* in Annexure Part A;
- bill of quantities** means a document named therein as a bill of quantities issued to tenderers by or on behalf of the *Principal*, stating estimated quantities of *work* to be carried out;
- certificate of practical completion** has the meaning in subclause 34.6;
- compensable cause** means:
- any act, default or omission of the *Superintendent*, the *Principal* or its consultants, agents or other contractors (not being employed by the *Contractor*); or
 - those listed in *Item* 26;
- construction program** has the meaning in clause 32;
- construction plant** means appliances and things used in the carrying out of *WUC* but not forming part of *the Works*;
- Contract** has the meaning in clause 6;
- contract sum** means:
- where the *Principal* accepted a lump sum, the lump sum;
 - where the *Principal* accepted rates, the sum of the products ascertained by multiplying the rates by the corresponding quantities in the priced *bill of quantities* or *schedule of rates*; or
 - where the *Principal* accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b), including *provisional sums* but excluding any additions or deductions which may be required to be made under the *Contract*;
- Contractor** means the person bound to carry out and complete *WUC*;
- date of acceptance of tender** means the date which appears on the written notice of acceptance of the tender;
- date for practical completion** means:
- where *Item* 7(a) provides a date for *practical completion*, the date;
 - where *Item* 7(b) provides a period of time for *practical completion*, the last day of the period,
- but if any *EOT* for *practical completion* is directed by the *Superintendent* or allowed in any arbitration or litigation, it means the date resulting therefrom;