

Australian Standard™

Subcontract conditions

This Australian Standard was prepared by Committee OB-003, General Conditions of Contract. It was approved on behalf of the Council of Standards Australia on 17 July 1998. This Standard was published on 5 September 1998.

The following are represented on Committee OB-003:

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
Construction Policy Steering Committee
Department of Defence
Electricity Supply Association of Australia
Institution of Engineers, Australia
Institution of Professional Engineers, New Zealand
Law Council of Australia
Master Builders Australia
National Construction Council / MTIA
Process Engineers and Constructors Association
Royal Australian Institute of Architects

Keeping Standards up-to-date

Standards are living documents which reflect progress in science, technology and systems. To maintain their currency, all Standards are periodically reviewed, and new editions are published. Between editions, amendments may be issued. Standards may also be withdrawn. It is important that readers assure themselves they are using a current Standard, which should include any amendments which may have been published since the Standard was purchased.

Detailed information about Standards can be found by visiting the Standards Web Shop at www.standards.com.au and looking up the relevant Standard in the on-line catalogue.

Alternatively, the printed Catalogue provides information current at 1 January each year and the monthly magazine, *The Global Standard*, has a full listing of revisions and amendments published each month.

We also welcome suggestions for improvement in our Standards, and especially encourage readers to notify us immediately of any apparent inaccuracies or ambiguities. Contact us via email at mail@standards.org.au, or write to the Chief Executive, Standards Australia, GPO Box 5420, Sydney, NSW 2001.

AS 4901—1998
(Incorporating Amendment Nos. 1 & 2)

Australian Standard™

Subcontract conditions

Originally published as AS 2545—1982.
Previous edition AS 2545—1993.
Revised and redesignated AS 4901—1998.
Reissued incorporating Amendment No. 1 (October 2000)
and Amendment No. 2 (March 2005).

COPYRIGHT

© Standards Australia

All rights are reserved. No part of this work may be reproduced or copied in any form or by any means, electronic or mechanical, including photocopying, without the written permission of the publisher.

Published by Standards Australia, GPO Box 5420, Sydney, NSW 2001, Australia

ISBN 0 7337 2150 8

PREFACE

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

This Standard incorporates Amendment No. 1 (October 2000) and Amendment No. 2 (March 2005). The changes required by the Amendment are indicated in the text by a marginal bar and amendment number against the clause, note, table, figure, or part thereof affected.

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

This Standard is intended to be used as Subcontract Conditions where AS 4000—1997 General Conditions of Contract is the main contract.

Subclauses 8.6, 29.2 and 34.7A (prefixed by *) and *Item 27(b)* (prefixed by ‡) are optional, and may be omitted in the Subcontract, where necessary, without making consequential amendments but such omission should be clearly shown on the face of this document by striking out these subclauses or that *Item* or indicating clearly in clause 1 of Annexure Part B or elsewhere that they are *not to apply*. See paragraph (i) of clause 1 for the effect of stating deletions of Annexure Part B.

WARNING

Users of this Australian Standard are warned that clause 15 (Damage to persons and property other than work under the Subcontract ('US')) 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 Subcontract Works) and 17 (Public liability insurance).

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

Subcontractors should ensure that they satisfy the requirements of payment for unfixed plant and materials.

A1 | **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.**

CONTENTS

	<i>Page</i>
1 INTERPRETATION AND CONSTRUCTION OF SUBCONTRACT	5
2 NATURE OF SUBCONTRACT	10
3 PROVISIONAL SUMS	12
4 SEPARABLE PORTIONS	12
5 SECURITY	12
6 EVIDENCE OF SUBCONTRACT	13
7 SERVICE OF NOTICES	13
8 SUBCONTRACT DOCUMENTS	14
9 ASSIGNMENT AND SECONDARY SUBCONTRACTING	15
10 INTELLECTUAL PROPERTY RIGHTS	16
11 LEGISLATIVE REQUIREMENTS	16
12 PROTECTION OF PEOPLE AND PROPERTY	17
13 URGENT PROTECTION	17
14 CARE OF THE WORK AND REINSTATEMENT OF DAMAGE	17
15 DAMAGE TO PERSONS AND PROPERTY OTHER THAN WORKS	18
16 INSURANCE OF THE SUBCONTRACT WORKS	19
17 PUBLIC LIABILITY INSURANCE	19
18 INSURANCE OF EMPLOYEES	20
19 INSPECTION AND PROVISIONS OF INSURANCE POLICIES	20
20 SUBCONTRACT SUPERINTENDENT	21
21 SUBCONTRACT SUPERINTENDENT'S REPRESENTATIVE	21
22 SUBCONTRACTOR'S REPRESENTATIVE	22
23 SUBCONTRACTOR'S EMPLOYEES AND SECONDARY SUBCONTRACTORS	22
24 SITE	22
25 LATENT CONDITIONS	23
26 SETTING OUT THE SUBCONTRACT WORKS	23
27 CLEANING UP	24
28 MATERIALS, LABOUR AND CONSTRUCTION PLANT	24
29 QUALITY	25
30 EXAMINATION AND TESTING	26
31 WORKING HOURS	27
32 PROGRAMMING	27
33 SUSPENSION	27
34 TIME AND PROGRESS	28
35 DEFECTS LIABILITY	30
36 VARIATIONS	31
37 PAYMENT	32
38 PAYMENT OF WORKERS AND SECONDARY SUBCONTRACTORS	34
39 DEFAULT OR INSOLVENCY	34

	<i>Page</i>
40 TERMINATION BY FRUSTRATION.....	38
41 NOTIFICATION OF CLAIMS	38
42 DISPUTE RESOLUTION	39
43 WAIVER OF CONDITIONS.....	40
44 SERVICES AND FACILITIES.....	40
ANNEXURE PART A	41
ANNEXURE PART B	54
ANNEXURE PART C	55
INDEX	56

Currently in preview, click buy full vers.

STANDARDS AUSTRALIA

Australian Standard
Subcontract conditions

1 Interpretation and construction of Subcontract

In the *Subcontract*, 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 *Main Contractor*, stating estimated quantities of *work* to be carried out;
- certificate of practical completion** has the meaning in subclause 34.6;
- compensable cause** means:
- (a) any act, default or omission of the *Subcontract Superintendent*, the *Main Contractor* or its consultants, agents or other contractors (not being employed by the *Subcontractor*);
 - (b) any act, default or omission of the *Superintendent*, the *Principal* or its consultants, agents or other contractors (not being employed by the *Subcontractor*); or
 - (c) those listed in *Item 29*;
- construction plant** means appliances and things used in the carrying out of *WUS* but not forming part of the *Subcontract Works*;
- construction program** has the meaning in clause 32;
- date for practical completion** means:
- (a) where *Item 11(a)* provides a date for *practical completion*, the date;
 - (b) where *Item 11(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 *Subcontract Superintendent* or allowed in any arbitration or litigation, it means the date resulting therefrom;
- date of acceptance of tender** means the date which appears on the written notice of acceptance of the tender;
- date of practical completion** means:
- (a) the date evidenced in a *certificate of practical completion* as the date upon which *practical completion* was reached; or
 - (b) where another date is determined in any arbitration or litigation as the date upon which *practical completion* was reached, that other date;