

Australian Standard™

**Minor works contract conditions
(Principal administered)**

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 29 October 2001. This Standard was published on 25 February 2002.

The following are represented on Committee OB-003:

Association of Consulting Engineers Australia
Australian Chamber of Commerce and Industry
Australian Procurement and Construction Council
AUSTROADS
Construction Industry Engineering Services Group
Construction Policy Steering Committee
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 of the Australian Industry Group
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 Standards may also be withdrawn.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.

Australian Standards™ and other products and services developed by Standards Australia are published and distributed under contract by SAI Global, which operates the Standards Web Shop.

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.

Australian Standard™

**Minor works contract conditions
(Principal administered)**

Originally a part of AS 4305—1996.
Revised and redesignated in part as AS 4906—2002.
Reissued incorporating Amendment No. 1 (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 3824 9

PREFACE

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB-003, General Conditions of Contract to supersede, in part, AS 4305—1996, *Minor works contract conditions*.

This Standard incorporates Amendment No. 1 (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 Standard is the result of a consensus among Australian and New Zealand representatives on the Joint Committee to produce it as an Australian Standard.

AS 4906—2002, *Minor works contract conditions (Principal administered)* is part of the suite of conditions of contract based on AS 4000—1997, *General conditions of contract*.

This Standard is intended to be used for construct-only projects of a simple nature and of limited monetary value. It is not suitable for projects of a complex or long term nature or where a bill of quantities has been prepared. There is also no provision for separable portions or selected subcontracts.

This Standard provides for administration by a Principal. Where it is intended that a Superintendent administer the contract, AS 4905—2002, *Minor works contract conditions (Superintendent administered)* should be used.

This Standard is not meant to be used as a short form of AS 4000—1997, *General conditions of contract*. Certain obligations and risks are dealt with differently from the way they are dealt with in AS 4000—1997.

Warnings

- 1) **This Standard provides an option for the parties to limit the Contractor's liability for damage to other property of the Principal. See subclause 10.1(a) and Item 7. Clause 10 (Damage to persons and property other than WUC) does not otherwise limit the liability of parties for special, indirect or consequential losses.**

This unlimited liability applies notwithstanding any limitations or exclusions permitted under insurance clauses 11 (Insurance of the Works) and 12 (Public liability insurance).

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

- 2) **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 CONTRACT	4
2 NATURE OF CONTRACT.....	6
3 SECURITY	6
4 SERVICE OF NOTICES.....	7
5 DISCREPANCIES.....	7
6 ASSIGNMENT AND SUBCONTRACTING.....	7
7 LEGISLATIVE REQUIREMENTS.....	7
8 PROTECTION.....	8
9 CARE OF THE WORK AND REINSTATEMENT OF DAMAGE.....	8
10 DAMAGE TO PERSONS AND PROPERTY OTHER THAN WUC	9
11 INSURANCE OF THE WORKS	9
12 PUBLIC LIABILITY INSURANCE.....	10
13 INSURANCE OF EMPLOYEES	10
14 INSURANCE PROVISIONS	10
15 PRINCIPAL'S DIRECTION.....	11
16 REPRESENTATIVES.....	11
17 SITE.....	11
18 MATERIALS AND WORK.....	11
19 PROGRAMMING AND SUSPENSION.....	12
20 TIME AND PROGRESS.....	12
21 DEFECTS LIABILITY	13
22 VARIATIONS.....	13
23 PAYMENT.....	14
24 PAYMENT OF WORKERS AND SUBCONTRACTORS.....	15
25 DEFAULT OR INSOLVENCY	15
26 NOTIFICATION OF CLAIMS	19
27 DISPUTE RESOLUTION.....	19
ANNEXURE PART A.....	21
ANNEXURE PART B	24
INDEX	25

STANDARDS AUSTRALIA

Australian Standard

Minor works contract conditions
(Principal administered)

1 Interpretation and construction of Contract

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

Item	means an <i>Item</i> in the Annexure;
certificate of practical completion	has the meaning in subclause 20.4;
compensable cause	means any act, default or omission of the <i>Principal</i> or its consultants, agents or other contractors (not being employed by the <i>Contractor</i>);
construction program	has the meaning in clause 19;
Contract	means the agreement between the <i>Principal</i> and the <i>Contractor</i> ;
contract sum	means: <ol style="list-style-type: none"> where the <i>Principal</i> accepted a lump sum, the lump sum; where the <i>Principal</i> accepted rates, the sum of the products ascertained by multiplying the rates by the corresponding quantities in the schedule of rates; or where the <i>Principal</i> accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b), excluding any additions or deductions which may be required to be made under the <i>Contract</i> ;
Contractor	means the person bound to carry out and complete <i>WUC</i> ;
date for practical completion	means the date stated in <i>Item</i> 5(a) or the last day of the period of time stated in <i>Item</i> 5(b), but if any <i>EOT</i> for <i>practical completion</i> is directed or otherwise allowed, it means the date resulting therefrom;
date of acceptance of tender	means the date which appears on the written notice of acceptance of tender;
date of practical completion	means: <ol style="list-style-type: none"> the date evidenced in a <i>certificate of practical completion</i> as the date upon which <i>practical completion</i> was reached; or where another date is determined in any arbitration or litigation as the date upon which <i>practical completion</i> was reached, that other date;