

Australian Standard™

**Construction management—General
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 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 Institute of Project Management
Australian Procurement and Construction Council
AUSTROADS
Construction Industry Engineering Services Group
Construction Policy Steering Committee
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PREFACE

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB-003, General Conditions of Contract.

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 4916—2002, *Construction management—General conditions* is part of the suite of conditions of contract based on AS 4000—1997, *General conditions of contract*. AS 4917—2002, *Construction management trade contract* has been developed for use as a trade contract to AS 4916—2002.

Where project management is required, AS 4915—2002, *Project management—General conditions* should be used.

Clause 20 and subclause 5.5, prefixed by * are optional, and may be omitted in the Contract, where necessary, without making consequential amendments, but such omissions should be clearly shown on the face of the document by striking out these clauses or indicating clearly in Annexure Part D or elsewhere that they are *not to apply*. See paragraph (i) of clause 1 for the effect of stating changes in Annexure Part D.

WARNING

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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STANDARDS AUSTRALIA

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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;
- agency Services** means those in Annexure Part B;
- compensable cause** means:
- a) any act, default or omission of the *Principal* or its *contractors* or agents (except the *Construction Manager*); or
 - b) those listed in *Item* 22;
- completion** means completion of *the Services*;
- Construction Manager** means the person bound to carry out and complete *the Services*;
- construction plant** means appliance and things used in the carrying out of *the Services* but not forming part of the *project*;
- Contract** has the meaning in clause 3;
- contractor** means a consultant or trade contractor (except the *Construction Manager*) of the *Principal* for any part of the *project*;
- date of acceptance of tender** means the date which appears on the written notice of acceptance of tender;
- date for completion** means the date in *Item* 6, or that resulting from an *EOT*;
- design documents** means the drawings, specifications and other information, samples, models, patterns and the like required by the *Contract* and those created or used by a *contractor* in carrying out the *project*;
- direction** includes agreement, approval, assessment, authorization, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;
- dispute** has the meaning in clause 30;
- EOT (from 'extension of time')** has the meaning in subclause 23.2;
- fee adjustment** means a sum assessed by the *Principal* to be added to or deducted from the *management fee*;
- final certificate** has the meaning in subclause 25.2;
- final payment claim** means the final payment claim referred to in subclause 25.2;