

Australian Standard™

**Construction management trade  
contract—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 18 June 2003. This Standard was published on 22 August 2003.

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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  
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AS 4917—2003  
(Incorporating Amendment No. 1)

Australian Standard™

**Construction management trade  
contract—General conditions**

First published as AS 4917—2003.  
Reissued incorporating Amendment No. 1 (March 2005).

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

ISBN 0 7337 3362 X

## Preface

This Standard was prepared by the Australian members of 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.*

After consultation with stakeholders in both countries, Standards Australia and Standards New Zealand decided to develop this Standard as an Australian Standard rather than an Australian/New Zealand Standard.

AS 4917—2003 *Construction management trade contract—General conditions* is part of the suite of conditions of contract based on AS 4000—1997 *General conditions of contract*.

Subclauses 8.6 and 29.2 prefixed by \* 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 Annexure Part C or elsewhere that they are not to apply. See paragraph (i) of clause 1 on page 5 for the effect of stating changes in Annexure Part C.

### Warnings

- 1) Users of this 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.**

- 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.

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## 1 Interpretation and construction of Contract

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

- Item** means an *Item* in the Annexure;
- 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:
- a) any act, default or omission of the *Construction Manager*, the *Principal* or its consultants, agents or other contractors (not being employed by the *Trade Contractor*); or
  - b) those listed in *Item 26*;
- Construction Manager** means the person stated in *Item 5* as the Construction Manager or other person from time to time appointed in writing by the *Principal* to be the Construction Manager and notified in writing to the *Trade Contractor* by the *Principal* and so far as concerns the functions exercisable by a *Construction Manager's Representative*, includes a *Construction Manager's Representative*;
- Construction Manager's Representative** means an individual appointed in writing by the *Construction Manager* under clause 21;
- construction plant** means appliances and things used in the carrying out of *WUC* but not forming part of *the works*;
- construction program** has the meaning in clause 32;
- Contract** has the meaning in clause 6;
- contract sum** means:
- a) where the *Principal* accepted a lump sum, the lump sum;
  - b) 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
  - c) 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*;
- date of acceptance of tender** means the date which appears on the written notice of acceptance of the tender;