

Australian Standard™

**General conditions of contract for the
provision of asset maintenance and
services
(Principal's version)**

This Australian Standard was prepared by Committee OB-012, Service Contracts. 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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Australian Building Services Association
Australian Local Government Association
AUSTROADS
Building Industry Specialists Contractors Organization of NSW Inc.
Civil Contractors Federation
Construction Industry Engineering Services Group Ltd
Hire and Rental Association of New Zealand
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Preface

This Standard was prepared by the Australian members of the Joint Standards Australia/Standards New Zealand Committee, OB-012, Service Contracts.

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 4920—2003 *General conditions of contract for the provision of asset maintenance and services (Principal's version)* is a part of the suite of conditions of contract based on AS 4000—1997 *General conditions of contract*.

These conditions of contract are intended to be used where services are generally performed on the premises of the Principal.

These conditions of contract are published in three versions. Where the Principal uses a Principal's representative and a Superintendent is not engaged, use this Standard AS 4920—2003. Where the Contract is administered through a Superintendent, use Standard AS 4919—2003. If a short version of the conditions of contract is required, use AS 4921—2003.

The objective of AS 4920—2003 *General conditions of contract for the provision of asset maintenance and services (Principal's version)* is to allocate the obligations and responsibilities between parties making formal agreements covering provision of periodical services between Principals (including government authorities and agencies) and Contractors.

These conditions of contract are not suitable for:

- a) construction projects;
- b) projects of a non-service nature;
- c) professional consulting services;
- d) records or systems management; or
- e) supply of equipment.

Subclauses 6.5 and 25.2, prefixed by *, are optional, and may be omitted 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 3 for the effect of stating changes in Annexure Part C.

Warnings

- 1) **Users of this Australian Standard are warned that clause 12 (Damage to persons and property other than the Services) does not limit the liability of parties for special, indirect or consequential losses, notwithstanding any limitations or exclusions permitted under insurance clauses 14 (Insurance of the liability to reinstate) and 15 (Public liability insurance).**

However, clause 13 (General limitations of liability) allows the parties to agree to limit the liability of parties in certain respects.

Parties wishing to limit their liability should seek legal and insurance 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

Clause	Title	Page
1	Interpretation and construction of Contract	1
2	Performance and payment	4
3	Security	4
4	Evidence of Contract	4
5	Service of notices	5
6	Contract documents	5
7	Assignment and subcontracting	7
8	Intellectual property rights	7
9	Legislative requirements	8
10	Protection of people and property	8
11	Care of the Services and reinstatement of damage	9
12	Damage to persons and property other than the Services	10
13	General limitations of liability	11
14	Insurance of the liability to reinstate	12
15	Public liability insurance	12
16	Insurance of employees	13
17	Inspection and provisions of insurance policies	13
18	Principal	14
19	Contractor's representative	15
20	Contractor's employees and subcontractors	15
21	Access to the premises	16
22	Latent conditions	16
23	Plant, equipment and materials	17
24	Repairs	17
25	Quality	18
26	Working hours	19
27	Programming	19

Clause	Title	Page
28	Suspension	20
29	Time and progress	20
30	Warranties and defects liability	22
31	Variations	22
32	Payment	23
33	Payment of workers and subcontractors	23
34	Default or insolvency	25
35	Termination by frustration	29
36	Notification of claims	30
37	Dispute resolution	30
38	Waiver of conditions	31
	Annexure Part A	33
	Annexure Part B	39
	Annexure Part C	40
	Index	41

1 Interpretation and construction of Contract

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

- Item** means an *Item* in Annexure Part A;
- compensable cause** means:
- any act, default or omission of the *Principal* or its consultants, agents or other contractors (not being employed by the *Contractor*); or
 - those listed in *Item 29*;
- Contract** has the meaning in clause 4;
- 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 and the corresponding quantities in the *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),
- but excluding any additions or deductions which may be required to be made under the *Contract*;
- Contractor** means the person bound to perform and complete *the Services*;
- date of acceptance of tender** means the date which appears on the written notice of acceptance of the tender;
- defects** has the meaning in subclause 30.2 and includes omissions;
- defects liability period** has the meaning in subclause 30.2;
- direction** includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;
- dispute** has the meaning in clause 37;
- EOT (from 'extension of time')** has the meaning in subclause 29.3;
- accepted risk** has the meaning in subclause 11.3;
- final payment claim** means the final payment claim referred to in subclause 32.3;
- intellectual property right** means any patent, registered design, trademark or name, copyright or other protected right;
- latent condition** has the meaning in subclause 22.1;