

Australian Standard™

**General conditions of contract for  
engagement of consultants**

This Australian Standard was prepared by Committee OB-010, Construction Industry Practice. It was approved on behalf of the Council of Standards Australia on 10 November 2000 and published on 19 December 2000.

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The following interests are represented on Committee OB-010:

Australian Chamber of Commerce and Industry  
Australian Institute of Purchasing and Materials Management  
Australian Procurement and Construction Council  
Construction Industry Engineering Services Group  
Construction Policy Steering Committee  
Law Council of Australia  
Master Builders Australia  
National Construction Council of the Australian Industry Group  
The Association of Consulting Engineers Australia  
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**General conditions of contract for  
engagement of consultants**

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## PREFACE

This Standard was prepared by the Standards Australia Committee OB-010, Construction Industry Practice, to supersede AS 4122(Int)—1993, *General conditions for engagement of consultants*.

The previous edition of this Standard was developed and issued to public comment by the Construction Industry Development Agency (CIDA) Code of Practice Working Party and forwarded to the Standards Australia Committee on Construction Industry Practice for endorsement as an Interim Australian Standard.

This edition incorporates the following major changes from the previous edition:

- (a) The Standard has been redrafted into a succinct form with greater emphasis on information to be provided by completing the Annexure.
- (b) The Clauses have been rearranged into a more satisfactory order.
- (c) A new Clause has been added on *Responsibilities and Obligations of the Client*.
- (d) New Clauses have been added on *Variations which Change the Scope of the Services, Variations due to a Change in a Legislative Requirement, Liability of Consultant, Insolvency, and Frustration*.
- (e) Replacement of the word Principal with *Client*.

This Standard originated from the building, construction and engineering industry where it will find its primary use; however, it may also find use in a broader range of fields.

**WARNINGS:**

- (a) **This Standard has not been developed specifically for projects where—**
  - (i) **the project procurement method is design and construct or a variant of that method; or**
  - (ii) **the Client intends to novate the Contract with the Consultant, to another party.**
- (b) **For the purpose of defining a contract between two parties, the two parties to this Contract are the Client and the Consultant.**
- (c) **The Contract should have regard to AS 4120, *Code of tendering*, and AS 4121, *Code of ethics and procedures for the selection of consultants*.**

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## STANDARDS AUSTRALIA

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**1 INTERPRETATION**

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

*Item* means an Item in Annexure A.

*Brief* means the *Client's* brief as stated in the *documents* listed in *Item 1*;

10 *Client* means the client or the principal (as the case may be) stated in *Item 2*;

*Consultant* means the Consultant stated in *Item 3*;

*Contract* means the agreement between the *Client* and the *Consultant*;

*Contract Material* means those *documents* and materials created or required to be created under the *Contract* and to be handed over to the *Client*;

15 *day* means calendar day;

*documents* includes information stored by electronic and other means;

*Expert* has the meaning in Clause 15.4;

*Expert Determination* has the meaning in Clause 15.4;

20 *Intellectual Property Right* means any patent, registered design, trademark or name, copyright or other protected right;

*Legislative Requirements* includes:

(a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory applicable to the *Services*; and

25 (b) certificates, licences, consent, permits, approvals and requirements of organisations having jurisdiction applicable to the *Services*;

*Program* means a program required pursuant to Clause 3(b);

*Services* means those services described in the *Brief* together with those activities which the *Consultant* is required to carry out under the *Contract*.

30 The law governing the *Contract*, its interpretation and any agreement to arbitrate is the law of the State or Territory stated in *Item 4*, or if the State or Territory is not stated, the law of the State or Territory where the *Services* are to be carried out.

The clause and subclause headings in these General Conditions of Contract shall not form part of, nor be used in the interpretation of the *Contract*.

35 Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender.

40 If the time for giving any notice, making any payment or doing any other act required or permitted by the *Contract*, falls on a Saturday, Sunday or Statutory or Public Holiday, then the time for giving the notice, making the payment or doing the other act shall be deemed to be on the *day* next following which is not a Saturday, Sunday or Statutory or Public Holiday.