AS 4917—2003
(Incorporating Amendment No. 1)

AS 4917—2003

Australian Standard™

Construction management trade contract—General conditions

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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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This Standard was issued in draft form for comment as DR 01241.

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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.**

Contents

Clause	Title	Page
1	Interpretation and construction of Contract	1
2	Nature of Contract	5
3	Provisional sums	7
4	Separable portions	7
5	Security	7
6	Evidence of Contract	9
7	Service of notices	9
8	Contract documents	9
9	Assignment and subcontracting	11
10	Intellectual property rights	12
11	Legislative requirements	12
12	Protection of people and property	13
13	Urgent protection	13
14	Care of the work and reinstatement of damage	14
15	Damage to persons and property other than WUC	15
16	Insurance of the Works	15
17	Public liability insurance	16
18	Insurance of employees	17
19	Inspection and provisions of insurance policies	17
20	Construction Manager	19
21	Construction Manager's Representative	19
22	Trade Contractor's representative	20
23	Trade contractor's employees and subcontractors	20
24	Site	20
25	Latent conditions	21
26	Setting out the Works	22
27	Cleaning up	23

Clause	Title	Page
28	Materials, labour and construction plant	23
29	Quality	24
30	Examination and testing	25
31	Working hours	26
32	Programming	26
33	Suspension	27
34	Time and progress	28
35	Defects liability	30
36	Variations	30
37	Payment	31
38	Payment of workers and subcontractors	33
39	Default or insolvency	34
40	Termination by frustration	38
41	Notification of claims	38
42	Dispute resolution	39
43	Waiver of conditions	40
44	Services and facilities	40
	Annexure Part A	41
	Annexure Part B	55
	Annexure Part C	56
	Index	57

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 as such 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 sum*s 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;