

Australian Standard™

**Project 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.

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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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AS 4915—2002
(Incorporating Amendment No. 1)

Australian Standard™

Project management—General conditions

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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 4915—2002, *Project management—General conditions* is part of the suite of conditions of contract based on AS 4000—1997, *General conditions of contract*.

Where construction management is required, AS 4916—2002, *Construction management—General conditions* should be used.

Clause 20 and subclause 5.6, 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 clauses or indicating clearly in Annexure Part D 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 D.

WARNING

- 1) **Principals should ensure that their specific requirements are fully and completely incorporated in the Principal's project requirements obtaining specialist advice if necessary.**
- 2) **Principals should ensure that their specific requirements for the Services to be carried out by the Project Manager are accurately and completely incorporated in Annexure Part B. The task list in that Annexure may be used for this purpose.**
- 3) **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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Project management—General Conditions

1 Interpretation and construction of Contract

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

<i>Item</i>	means an <i>Item</i> in Annexure Part A;
<i>agency Services</i>	means those so marked in Annexure Part B;
<i>compensable cause</i>	means: <ol style="list-style-type: none"> a) any act, default or omission of the <i>Principal</i> or its <i>contractors</i> or agents (except the <i>Project Manager</i>); or b) those listed in <i>Item 21</i>;
<i>completion</i>	means completion of <i>the Services</i> ;
<i>Contract</i>	has the meaning in clause 3;
<i>contractor</i>	means a consultant or contractor (except the <i>Project Manager</i>) of the <i>Principal</i> for any part of the <i>project</i> ;
<i>date of acceptance of tender</i>	means the date which appears on the written notice of acceptance of tender;
<i>design documents</i>	means the drawings, specifications and other information, samples, models, patterns and the like required by the <i>Contract</i> and those created or used by a <i>contractor</i> in carrying out the <i>project</i> ;
<i>direction</i>	includes agreement, approval, assessment, authorization, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;
<i>dispute</i>	has the meaning in clause 30;
<i>EOT (from 'extension of time')</i>	has the meaning in subclause 23.2;
<i>fee adjustment</i>	means a sum assessed by the <i>Principal</i> to be added to or deducted from the <i>management fee</i> ;
<i>final certificate</i>	has the meaning in subclause 25.2;
<i>final payment claim</i>	means the final payment claim referred to in subclause 25.2;
<i>intellectual property right</i>	means any patent, registered design, trademark or name, copyright or other protected right;
<i>key personnel</i>	means those personnel listed in <i>Item 5</i> ;
<i>legislative requirements</i>	includes: <ol style="list-style-type: none"> a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where <i>the Services</i>, or the particular part thereof, are being carried out;