

Australian Standard[®]

**General Conditions of Contract for
Consultants**



This Australian Standard® was prepared by Committee LL-001, General Conditions of Contract for Consultants. It was approved on behalf of the Council of Standards Australia on 15 October 2010.

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The following are represented on Committee LL-001:

- Association of Consulting Architects Australia
 - Australasian Procurement and Construction Council
 - Australian Constructors Association
 - Australian Institute of Architects
 - Consult Australia
 - Master Builders Australia
-

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Standards Australia wishes to acknowledge the participation of the expert individuals that contributed to the development of this Standard through their representation on the Committee and through the public comment period.

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General Conditions of Contract for Consultants

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Preface

This Standard was prepared by the Standards Australia Committee LL-001, General Conditions of Contract for Consultants, to supersede AS 4122—2000, *General conditions of contract for engagement of consultants*. The previous edition of this Standard was developed and published by Standards Australia Committee OB-010, Construction Industry Practice.

It is anticipated that the Standard will generate net benefit to the Australian community by providing greater access to a standard form of contract to purchasers and providers of services, particularly in the building and construction industry, by:

- providing fair, reasonable, commercial terms to facilitate widespread utilisation of the Standard by all stakeholders;
- reducing time and resources spent negotiating contractual terms and conditions of engagement;
- streamlining the process of engagement of consultants;
- improving clarity and certainty of contractual terms and conditions between clients and consultants; and
- reducing disputes between clients and consultants based on contractual terms.

Users of this Standard are advised of the importance of completing the Annexures, as in some cases completion of the *Item* is necessary for the operation of the corresponding clause.

The following warnings should be noted:

- (i) This Standard has not been developed specifically for use:
- in a design and construct context; and/or
 - where the *Client* intends to novate this *Contract* with the *Consultant* to another party.

Parties intending to use this Standard in those circumstances should seek advice as to when an alternative contract such as AS 4904—2009, *Consultants agreement—Design and Construct*, may be used.

- (ii) 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.

This Standard incorporates Amendment No. 1 (Month Year). 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.

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NOTES

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

A1		In this <i>Contract</i> , except where the context otherwise requires:
	Approvals	means certificates, licences, consents, permits, approvals and requirements made or authorised by a Commonwealth, State, Territory or local government, or by a <i>Legislative Requirement</i> ;
	Business Day	means calendar day but excludes public holidays as defined by the governing law of this <i>Contract</i> and weekends;
	Client	means the person identified in <i>Item 1</i> ;
	Client Information	means all information supplied to the <i>Consultant</i> in a <i>Document</i> for the purposes of this <i>Contract</i> ;
	Consultant	means the person identified in <i>Item 2</i> ;
A1	Contract	means the agreement recorded in the <i>Contract Documents</i> ;
	Contract Documents	means the <i>Documents</i> listed in <i>Item 3</i> ;
	Deliverables	means those <i>Documents</i> and things required under this <i>Contract</i> to be handed over to the <i>Client</i> by the <i>Consultant</i> ;
	Direction	means any agreement, approval, assessment, authorisation, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by the <i>Client</i> ;
	Documents	includes information stored by electronic and other means;
	Fee	means the money payable under this <i>Contract</i> for the performance of the <i>Services</i> as adjusted in accordance with this <i>Contract</i> (excluding disbursements) and includes any amount payable stated in <i>Item 20</i> ;
	Force Majeure	means an event or circumstance which: <ul style="list-style-type: none">(a) is beyond the reasonable control of either party;(b) is not caused by either party;(c) can occur with or without human intervention; and(d) was not reasonably foreseeable by the parties at the time of entering into this <i>Contract</i>, the consequences of which could not have been reasonably prevented by the party affected;
	GST	means the tax payable on a taxable supply under <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any related legislation;