

Australian Standard™

**Minor works contract conditions
(Superintendent administered)**

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.

The following are represented on Committee OB-003:

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Australian Chamber of Commerce and Industry
Australian Procurement and Construction Council
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Originated as part of AS 4305—1996.
Revised and redesignated in part as AS 4905—2002.
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PREFACE

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB-003, General Conditions of Contract to supersede, in part, AS 4305—1996, *Minor works contract conditions*.

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 4905—2002, *Minor works contract conditions (Superintendent administered)* is part of the suite of conditions of contract based on AS 4000—1997, *General conditions of contract*.

This Standard is intended to be used for construct-only projects of a simple nature and of limited monetary value. It is not suitable for projects of a complex or long term nature or where a bill of quantities has been prepared. There is also no provision for separable portions or selected subcontracts.

This Standard provides for administration by a Superintendent. Where it is intended that a Principal administer the contract, AS 4906—2002, *Minor works contract conditions (Principal administered)* should be used.

This Standard is not meant to be used as a short form of AS 4000—1997, *General conditions of contract*. Certain obligations and risks are dealt with differently from the way they are dealt with in AS 4000—1997.

Warnings

- 1) **This Standard provides an option for the parties to limit the Contractor's liability for damage to other property of the Principal. See subclause 10.1(a) and Item 9. Clause 10 (Damage to persons and property other than WUC) does not otherwise limit the liability of parties for special, indirect or consequential losses.**

This unlimited liability applies notwithstanding any limitations or exclusions permitted under insurance clauses 11 (Insurance of the Works) and 12 (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.**

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1 Interpretation and construction of Contract

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

<i>Item</i>	means an <i>Item</i> in the Annexure;
<i>certificate of practical completion</i>	has the meaning in subclause 20.4;
<i>compensable cause</i>	means any act, default or omission of the <i>Principal</i> or its consultants, agents or other contractors (not being employed by the <i>Contractor</i>);
<i>construction program</i>	has the meaning in clause 19;
<i>Contract</i>	means the agreement between the <i>Principal</i> and the <i>Contractor</i> ;
<i>contract sum</i>	means: <ol style="list-style-type: none"> where the <i>Principal</i> accepted a lump sum, the lump sum; where the <i>Principal</i> accepted rates, the sum of the products ascertained by multiplying the rates by the corresponding quantities in the schedule of rates; or where the <i>Principal</i> accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b), <p>excluding any additions or deductions which may be required to be made under the <i>Contract</i>;</p>
<i>Contractor</i>	means the person bound to carry out and complete <i>WUC</i> ;
<i>date for practical completion</i>	means the date stated in <i>Item 7(a)</i> or the last day of the period of time stated in <i>Item 7(b)</i> , but if any <i>EOT</i> for <i>practical completion</i> is directed or otherwise allowed, it means the date resulting therefrom;
<i>date of acceptance of tender</i>	means the date which appears on the written notice of acceptance of tender;
<i>date of practical completion</i>	means: <ol style="list-style-type: none"> the date evidenced in a <i>certificate of practical completion</i> as the date upon which <i>practical completion</i> was reached; or where another date is determined in any arbitration or litigation as the date upon which <i>practical completion</i> was reached, that other date;
<i>defects</i>	has the meaning in clause 21 and includes omissions;