

AS 4000—1997
(Incorporating Amendment Nos. 1, 2 & 3)

Australian Standard™

General conditions of contract

This Australian Standard was prepared by Committee OB/3 – General Conditions of Contract. It was approved on behalf of the Council of Standards Australia on 25 July 1997 and published on 5 August 1997.

The following interests are represented on the Committee OB/3:

- Association of Consulting Engineers Australia
- Australasian Railways Association
- Australian Chamber of Commerce and Industry
- Australian Procurement and Construction Council
- AUSTROADS
- Construction Industry Engineering Services Group
- Construction Policy Steering Committee
- Electricity Supply Association of Australia
- Institution of Engineers, Australia
- Institution of Professional Engineers, New Zealand
- Law Council of Australia
- Master Builders Australia
- National Construction Council / MTIA
- Process Engineers and Constructors Association
- Royal Australian Institute of Architects

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- Revised and designated AS 4000—1997.
- Reissued incorporating Amendment No. 1 (August 1999),
Amendment No. 2 (October 2000), and Amendment No. 3 (March 2005).

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Incorporating:
Amdt 1—1999
Amdt 2—2000
Amdt 3—2005

Preface

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee OB/3, General Conditions of Contract.

This Standard incorporates Amendment 1 (August 1999), Amendment 2 (October 2000), and Amendment 3 (March 2005). The changes required by the Amendments 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.

Subclauses 8.6 and 29.2 (prefixed by an asterisk) 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 clause 1 of Annexure Part B or elsewhere that they are *not to apply*. See paragraph (i) of clause 1 on page 5 for the effect of stating deletions in Annexure Part B.

Warning

Users of this Australian 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.

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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