

Australian Standard™

**General conditions of contract for the
provision of asset maintenance and
services
(Short version)**

This Australian Standard was prepared by Committee OB-012, Service Contracts. It was approved on behalf of the Council of Standards Australia on 18 June 2003. This Standard was published on 22 August 2003.

The following are represented on Committee OB-012:

Australian Building Services Association
Australian Local Government Association
AUSTROADS
Building Industry Specialists Contractors Organization of NSW Inc.
Civil Contractors Federation
Construction Industry Engineering Services Group Ltd
Hire and Rental Association of New Zealand
Institution of Engineers Australia
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Preface

This Standard was prepared by the Australian members of the Joint Standards Australia/Standards New Zealand Committee OB-012, Service Contracts.

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 4921—2003 *General conditions of contract for the provision of asset maintenance and services (Short version)* is a part of the suite of conditions of contract based on AS 4000—1997, *General conditions of contract*.

This Standard is intended to be used where services are generally performed on the premises of the Principal.

These conditions of contract are published in three versions. Where the Contract is administered through a Superintendent, use Standard AS 4919—2003. Where the Principal uses a Principal's representative and a Superintendent is not engaged, use Standard AS 4920—2003. If a short version of the conditions of contract is required, use this Standard AS 4921—2003.

The objective of AS 4921—2003 *General conditions of contract for the provision of asset maintenance and services (Short version)* is to allocate the obligations and responsibilities between parties making formal agreements covering provision of periodical services between Principals (including government authorities and agencies) and Contractors.

These conditions of contract are also not suitable for:

- a) construction projects;
- b) projects of a non-service nature;
- c) professional consulting services;
- d) records or systems management; or
- e) supply of equipment.

Warning

- 1) **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:

Item means an *Item* in the Annexure;

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 and the corresponding quantities in the 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);

but excluding any additions or deductions which may be required under the *Contract*;

dispute has the meaning in clause 14;

performance duration means the duration stated in *Item 5* for a *single performance*;

performance period cycle means, where *the Services* are to be performed and completed on more than one occasion during the *total performance period*, the frequency or occasions stated in *Item 6* for a *single performance*;

premises means the place where *the Services* are to be performed, and includes where the context so requires, anything on the premises;

the Services means the work which the *Contractor* is required to perform and complete under the *Contract* and includes everything reasonably necessary for the proper performance of the *Contractor's* obligations and discharge of the *Contractor's* liabilities;

single performance means a performance of *the Services* on one occasion; and

total performance period means the period of time stated in *Item 7* and as adjusted pursuant to the *Contract*.

In the *Contract* words in the singular include words in the plural and words in the plural include words in the singular, according to the requirements of the context. References to days means calendar days.

2 Performance

The *Contractor* shall perform and complete *the Services* in accordance with the *Contract* and directions authorised by the *Contract*.