AS 4000:2025

General Conditions of Contract

Reference only version



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The following are represented on Committee MB-010:

- Air Conditioning & Mechanical Contractors Association
- Australian Construction Industry Forum
- Australian Institute of Architects
- Civil Contractors Federation
- Consult Australia
- Engineers Australia
- Housing Industry Association
- Institute of Public Works Engineering Australasia
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Preface

This Standard was prepared by the Standards Australia Committee MB-010, General Conditions of Contract, to supersede AS 4000—1997 and AS 2124—1992.

This document is the result of consensus among representatives on the Committee to produce it as an Australian Standard.

The major changes in this edition are as follows:

(a) Insertion of a Formal Instrument of Agreement as a basis for forming the Contract, with provision for including the Contract Sum.

(b) Redrafting and restructuring of clause 1, with new definitions and principles of interpretation added to make the Contract easier to read.

(c) Deletion of the previous clause 6 Evidence of Contract and replacement of it with a new GST clause.

(d) Clarification of how the adjustment for actual quantities works.

(e) Use of “must” rather than “shall”.

(f) Use of consistent language for time periods (e.g. using “as soon as practicable” rather than a range of terms).

(g) Addition of a clause dealing with the PPSA.

(h) Amendments to the dispute resolution clause to allow users greater flexibility in choosing a dispute resolution forum that best meets their business needs.

(i) Alignment of the insolvency provisions with current legislation.

(j) Addition of a clause to allow users to appoint the Contractor to the role of Principal Contractor under work health and safety or occupational health and safety legislation.

(k) Addition of exceptions to the confidentiality obligation to clause 8.5.

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