

ventions and Extensions Contract should assist the inexperienced and the unsophisticated understand their positions under the building contract. For this reason, this contract may be a step forward from many building contracts in frequent use in the industry. Its preparation by the Law Institute, rather than by interested parties, might persuade some that it is likely to contain a balance between the parties.

The present widely used contracts have not been without their critics (indeed, consumer affairs criticism led Standards Australia to establish a committee to prepare of a house contract, which is yet to be finalised and published). The Law Institute's Contract's major gain may be in its ease of comprehension; the existing contracts in common use are probably beyond the experience and knowledge of many owners to develop an informed view.

Unlike many housing contracts, the Law Institute's

contract does not contain a charge on the land provision for the builder's benefit, which charge can entitle the builder to lodge a caveat to protect his interests - thereby tying up the land until the caveat is removed.

The absence of a compulsory arbitration provision and also the lack of provision for the nomination of an arbitrator by an interested organisation may address frequent public comments and criticism about the arbitration process at the housing end of the industry.

However, the "compulsory" use of a Law Institute member as mediator may itself attract criticism.

The Law Institute's Home Renovations and Extensions Contract is not perfect. It might benefit from revision. Nevertheless, it points the way to a more easily understandable and perhaps appropriate contract for use at this end of the market.

## AS2124-1986 - PWD's Evaluation and Experience Manual

- John Tyrill

The Public Works Department of NSW was the first public sector client to adopt AS2124-1986 in replacement for NPWC3 and the only member of the National Public Works Conference to take this initiative; Australian Construction Services allows its clients to choose between AS2124 and NPWC3.

As a consequence, PWD has now had some four year's experience in the use of AS2124-1986 on a variety (and large number) of building and engineering projects. Drawing upon this experience, PWD's Construction Division has prepared an A4 manual entitled "General Conditions of Contract AS2124-1986 Evaluation and Experiences". This manual is available from PWD at \$100.00 per copy. For those interested in AS2124, the availability of feedback from the contract's major user should be a matter of interest and importance.

Evaluation and Experience contains the following chapters:

1. Introduction and Terms of Reference
2. Summary of Findings from PWD Experiences
3. Background to PWD Adoption of AS2124
4. Advantages of AS2124 Compared to NPWC3
5. Changes to AS2124 for PWD Contracts
6. Adaptability of AS2124 for Non Traditional Contracts
7. Implementation of AS2124 within PWD
8. Experience of PWD Users of AS2124
9. Risk Allocation in AS2124
10. Experience of Other Authorities with AS2124
11. Industry Viewpoint of AS2124
12. Predicted Future Developments

Significantly, PWD says that its experience to date on over 1200 contracts has not highlighted any problem areas in AS2124-1986. PWD has made enquiries of other users of AS2124 and states that there were no report received of major shortcomings or problems with the contract. PWD's view is that AS2124 is the most suitable document available and that it meets the needs of "today's industry".

In Chapter 4, under the heading "Advantages of AS2124", PWD sets out what it considers to be the major beneficial features of the contract - largely by comparison with NPWC3.

Of particular interest to both public and private users of AS2124 will be the special conditions developed by PWD to modify the contract. These are set out in Evaluation and Experiences' Chapter 5. PWD has deleted Clauses 3.3, 4, 14.2, 35.7, 35.8 and 36 and amended Clauses 12.1(a), 14.3, 30.4, 35.5 and 42.1. The reasons for these amendments are provided.

As a major user of AS2124, PWD may be well qualified to comment upon criticisms of the contract; Evaluation and Experiences comments on criticisms made at industry seminars under the heading "Seminars on AS2124".

PWD's Evaluation and Experiences manual is recommended to existing and potential AS2124 users as valuable feedback upon the contract from the contract's major user. This manual should assist clients and consultants in their decisions to adopt AS2124-1986 and also present users to assess their own experiences. Public and private sector clients should gain benefit from examining PWD's amendments to the standard contract.

Those wishing to obtain a copy of Evaluation and Experiences (at \$100 per copy) should contact:

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