

When can the contractor claim relief for a delay under AS 4300?

Cause of delay	EOT	Delay costs	Clause Reference
Industrial conditions outside the contractor's reasonable control occurring on or before the date for practical completion	✓	✗	35.5(a)(i)
Inclement weather outside the contractor's reasonable control occurring on or before the date for practical completion	✓	✗	35.5(a)(ii)
Delays caused by the principal, the superintendent, an employee, consultant, other contractor or agent of the principal or superintendent	✓	✓	35.5(b)(i), 36
Quantities of work being greater than that in the schedule of rates or as stated in the annexure (other than a variation)	✓	✗	35.5(b)(ii)
Latent condition	✓	✓	12.3, 35.5(b)(iii), 36
Variations directed under clause 40	✓	✓	35.5(b)(iv), 36, 40.3
Change in the law	✓	✓	14.2, 35.5(b)(v), 36
Direction by municipal, public or statutory authorities but not where the direction arose from the failure of the contractor to comply with a legislative requirement	✓	✗	35.5(b)(vi)
Delays by municipal, public or statutory authorities not caused by the contractor	✓	✗	35.5(b)(vii)
Claims in respect of the right of the principal to construct the work under the contract on the site (see clause 17.1(iv))	✓	✓	17.2, 35.5(viii), 36
Any breach of contract by the principal	✓	✓	35.5(b)(ix), 44.9
Suspension by the superintendent	Probably (suspension itself does not give rise to an EOT, however, the cause of the suspension may be grounds for EOT.)	Probably (costs for delays can be claimed if the suspension is due to an act or omission of the principal, the superintendent or an employee, consultant or agent of the principal or superintendent.)	34, 35.5

Any inconsistency, ambiguity, or discrepancy in any contract documents	✓	✓	8.1, 35.5(b)(x), 36
Disturbance of a survey mark by the superintendent or other person given access to the site by the superintendent	✓	✓	28.2, 35.5(x), 36
Rectifying an error in setting out caused by incorrect information, survey marks or data supplied by the superintendent	✓	✓	28.3, 35.5(x), 36
Any other cause outside the contractor's control	Yes, if on or before the Date for Practical Completion. Otherwise no.	✗	35.5(a)(iii)

This table is intended only as a high level summary. It is not a substitute for reading the contract. Please refer to the terms of the contract, or seek legal advice, for further details.