

Ref. : WB(W) 209/32/110

Group : 5

24 December 1998

**Works Bureau Technical Circular No. 26/98**

**Deletion of extensions of time for inclement weather**

**Scope**

This Circular promulgates the procedures to be adopted where the right to extensions of time for inclement weather is deleted.

**Effective Date**

2. This Circular shall take immediate effect.

**Effect on Existing Circular**

3. This Circular supersedes WBTC No. 9/92.

**Introduction**

4. Contractor is normally entitle to extension of time for completion of the Works to offset the effect of inclement weather. However, circumstances may arise where it is desirable to fix the completion date (e.g. to tie in with the opening of a school term) and hence the right to extensions of time for inclement weather is deleted .

**Authority to delete the provision for extensions of time  
from the General Conditions of Contract**

5. Heads of departments may approve the deletion of GCC Clause 50(1)(b)(i) and/or (ii), and submit details to the Secretary for Work and/or (ii), and submit details to the Secretary for Works for endorsement. Tenders must not be invited until this endorsement has been received.

6. Other than for exceptional circumstances, a reasonable allowance for inclement weather shall be included in the time for completion. What is reasonable will largely depend upon the nature of the Works.

7. In deciding whether or not to delete sub-clause (b)(ii), the risk of injury and/or damage to property must be considered since contractors may be less inclined to suspend work under stormy conditions.

#### **Inclement Weather during the extended period**

8. Where the provision for extension of time due to inclement weather (GCC Clause 50(1)(b)(i) and/or (ii)) is deleted, Contractor entitlement to extension of time in respect of inclement weather which occurs after the expiry of the time originally prescribed in the Contract for completion of the Works, but before the period of culpable delay, is not deleted.

#### **Special Conditions of Contract**

9. The Special Conditions of Contract appended hereto shall be used in conjunction with the GCC 1993 or 1994 Edition when the right to extensions of time for inclement weather is deleted.

( M J Byrne )  
Deputy Secretary (Works Policy)(Ag)

		Marginal Notes	Guidelines
<b>S.C.C. 11A</b>	General Conditions of Contract Clause 50 is amended as follows :	Deletion of extensions of time for inclement weather	
(1)	Sub-clauses (1)(b)(i) and (ii) are deleted.		
(2)	The following is added to sub-clause (1)(b):  "or (xii) Inclement weather (including without limitation the hoisting of any tropical cyclone warning signal) and/or its consequences adversely affecting the progress of the Works occurring after the expiry of the time originally prescribed in the Contract for completion of the Works or, as the case may be, the relevant Section but before the Employer is entitled to recover liquidated damages in respect of the Works or, as the case may be, the relevant Section."		
(3)	The following is added to sub-clause (1)(c):  "or (iii) inclement weather (including without limitation the hoisting of any tropical cyclone warning signal) and/or its consequences adversely affecting the progress of the Works occurring before the expiry of the time originally prescribed in the Contract for completion of the Works or, as the case may be, the relevant Section."		

**OR**

**S.C.C. 11B** General Conditions of Contract Clause 50 is amended as follows :

- (1) Sub-clause (1)(b)(i) is deleted.
- (2) The following is added to sub-clause (1)(b) :

**S.C.C. 11B** (Cont )

"or (xii) Inclement weather (but not including the hoisting of any tropical cyclone warning signal No. 8 or above) and/or its consequences adversely affecting the progress of the Works occurring after the expiry of the time originally prescribed in the Contract for completion of the Works or, as the case may be, the relevant Section but before the Employer is entitled to recover liquidated damages in respect of the Works or, as the case may be, the relevant Section."

- (3) The following is added to sub-clause (1)(c) :

"or (iii) inclement weather (but not including the hoisting of any tropical cyclone warning signal No 8 or above) and/or its consequences adversely affecting the progress of the Works occurring before the expiry of the time originally prescribed in the Contract for completion of the Works or, as the case may be, the relevant Section."

OR

**S.C.C. 11C** (1) General Conditions of Contract Clause 50(1)(b)(i) and (ii) shall not apply to Section \_\_ of the Works.

- (2) General Conditions of Contract Clause 50 is amended by adding the following to sub-clause (1)(b) :

"or (xii) Inclement weather (including without limitation the hoisting of any tropical cyclone warning signal) and/or its consequences adversely affecting the progress of Section \_\_\_\_ of the Works occurring after the expiry of the time originally prescribed in the Contract for completion of Section \_\_\_\_\_

S.C.C. 11C (Cont )

but before the Employer is entitled to recover liquidated damages in respect of Section \_\_\_\_."

- (3) General Conditions of Contract Clause 50 is amended by adding the following as sub-clause (1)(d) :

(d) Notwithstanding the powers of the Architect/Engineer\* under the provisions of this Clause to decide whether the Contractor is fairly entitled to an extension of time the Contractor shall not be entitled to an extension of time for completion of Section \_\_\_\_ of the Works if the cause of the delay is inclement weather (including without limitation the hoisting of any tropical cyclone warning signal) and/or its consequences occurring before the expiry of the time originally prescribed in the Contract for completion of Section \_\_\_\_."

OR

- S.C.C. 11D** (1) General Conditions of Contract Clause 50(1)(b)(i) shall not apply to Section \_\_\_\_ of the Works.

- (2) General Conditions of Contract Clause 50 is amended by adding the following to sub-clause (1)(b) :

"or (xii) Inclement weather (but not including the hoisting of any tropical cyclone warning signal No. 8 or above) and/or its consequences adversely affecting the progress of Section \_\_\_ of the Works occurring after the expiry of the time originally prescribed in the Contract for

S.C.C. 11D (Cont ) completion of Section \_\_\_ but before the Employer is entitled to recover liquidated damages in respect of Section \_\_\_."

- (3) General Conditions of Contract Clause 50 is amended by adding the following as sub-clause (1)(d) :

"(d) Notwithstanding the powers of the Architect/Engineer\* under the provisions of this Clause to decide whether the Contractor is fairly entitled to an extension of time the Contractor shall not be entitled to an extension of time for completion of Section \_\_\_ of the Works if the cause of the delay is inclement weather (but not including the hoisting of any tropical cyclone warning signal No. 8 or above) and/or its consequences occurring before the expiry of the time originally prescribed in the Contract for completion of Section \_\_\_."

\* Delete "Architect" or "Engineer" as appropriate