

# BUILDING AND CONSTRUCTION LAW JOURNAL

Volume 40, Number 4

2025

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## ARTICLES

**Limiting Liability for Faulty Tender Information: Is There a Better Way?** – *Lucas Shipway*

The inefficiencies and disputes that ensue when a bidder relies on incomplete or inaccurate tender documentation are an obvious source of wasted time and cost. This is a particularly unfortunate problem in the procurement of public infrastructure, given that the consequences are visited on the community as well as the contractor. This article will outline the Australian law on claims for relief for faulty tender information and compare it to the position in the United States. It will then examine the conventional approach of government agencies in seeking to limit liability (including the so-called “no reliance” clause) and the challenge to that approach posed by the *Viterra Malt* case. The article concludes by suggesting a different approach to responsibility for faulty tender information. .... 347

**Faster, Higher, Stronger – and More Sustainable? Lessons in Environmentally Sustainable Construction Procurement for Future Olympic Host Cities** – *Bronte Smith*

Environmental legacy has become an increasingly important concern for Olympic host cities, set against a backdrop of growing requirements and consistent commentary concerning the negative environmental effects of the Olympic Games. The way in which host cities engage in construction procurement may influence whether they produce an Olympic Games that meets expectations and ultimately bears an environmentally sustainable legacy. This article draws upon the successes of the construction procurement processes of London 2012 and Tokyo 2020 to provide key lessons in environmentally sustainable Olympic construction procurement for future host cities. .... 361

**Contractors Pollution Legal Liability Insurance – Liability Scenarios and Policy Response** – *Patrick Mead*

Contract Works insurance may afford limited cover from time to time if the disturbance of asbestos or another contaminant is such as to reach the threshold for “physical damage” to property forming part of the Work Under Contract. Significant gaps in cover can arise however where liability is asserted for damage to third party property. Contractors General Liability or Public and Products policies of insurance commonly contain a “pollution” exclusion and/or a specific exclusion directed towards liability arising from the presence or disturbance of asbestos. Contractors Pollution Legal Liability Insurance, is a sometimes overlooked component of risk management for contractors engaged not just in civil works projects, where the risk of encountering site contamination remains ever present, but also more generally with any projects involving site mobilisation for construction or demolition works. .... 370

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