

# PURCHASE ORDER TERMS AND CONDITIONS



---

## 1 PROVISION OF DELIVERABLES

### 1.1 General requirements

The Contractor must provide the Deliverables:

- (a) with due care and skill, and to a standard to be expected of a competent and experienced professional person and be performed by suitably qualified personnel. If the Deliverables or certain tasks are required to be provided by Key Personnel, then only those personnel may perform the Deliverables or those specified tasks;
- (b) in accordance with the Purchase Order and specifications provided by Council; and
- (c) in accordance with Legislative Requirements and Council's reasonable directions and policies (including privacy and workplace health and safety requirements).

### 1.2 Standard of Deliverables

The Contractor remains fully responsible for:

- (a) all Deliverables until Acceptance.
- (b) obtaining and maintaining, at its cost, all licences, approvals, authorisations, consents or permits required to provide the Deliverables; and
- (c) unloading any goods at the Delivery Location.

---

## 2 QUALITY OF DELIVERABLES

### 2.1 Deficiency in Deliverables

- (a) Acceptance does not prejudice any future claim by Council for a defective Deliverable.
- (b) If Council is not reasonably satisfied with the quality of any part of the Deliverables provided by the Contractor at any time it may classify them as defective and refuse to provide payment for that part of the Deliverables.
- (c) the Contractor indemnifies Council against all costs incurred by Council in connection with having the defective Deliverables provided, where that cost exceeds the costs that would have been incurred by Council if the Contractor had performed in accordance with this Purchase Order.

---

## 3 PAYMENT

- (a) Provided that the Contractor has complied with this Purchase Order, Council will pay the Contract Sum claimed by within 30 days, or as otherwise agreed.
- (b) If GST is imposed or payable, the recipient of the supply must pay to the supplier an additional amount equal to the GST liability.

---

## 4 INTELLECTUAL PROPERTY

- (a) Council owns Intellectual Property Rights in any material created in the course of providing the Deliverables. The Contractor will do all acts to give effect to this clause.
- (b) The Contractor warrants that the provision of the Deliverables to Council does not infringe the Intellectual Property Rights of any person.

---

## 5 TERMINATION

- (a) This Purchase Order may be terminated:
  - (i) at any time by mutual agreement;
  - (ii) upon a breach of this Purchase Order by either party which is not remedied within 14 days of giving notice of the breach; or
  - (iii) immediately by either party in the event the other party becomes Insolvent.
- (b) Upon termination of this Purchase Order for any reason the Contractor will, upon request, return all material in which Council holds Intellectual Property Rights.
- (c) Unless agreed otherwise in writing, nothing in this clause prejudices the right of the Council to exercise any other right or

remedy in relation to an early termination.

---

## 6 NO EMPLOYMENT RELATIONSHIP

This Purchase Order does not represent or imply a partnership, agency, fiduciary relationship, employment relationship, joint venture, distribution or any other similar category of relationship between the parties.

---

## 7 ENTIRE PURCHASE ORDER

This Purchase Order constitutes the entire Purchase Order between the parties except for any Council standardised contract that may have been separately agreed by the parties for the same Deliverables.

---

## 8 CONFIDENTIALITY

Except as required by law, the Contractor shall keep confidential any information which is designated by Council as confidential, or which the Contractor should reasonably have known was confidential.

---

## 9 NOTICES

A notice or other communication to be given or made under this Purchase Order must be in writing and addressed to the Representative of each of the parties at the address or email address (as the case may require) outlined in the Purchase Order.

---

## 10 GENERAL

- (a) An amendment or variation to this Purchase Order is to be in writing and signed by the parties.
- (b) Neither party may assign or subcontract this Purchase Order without the prior written consent of the other party.
- (c) This Purchase Order is governed by the laws of Tasmania, and the parties submit to the exclusive jurisdiction of the courts of Tasmania.

---

## 11 DEFINITIONS

**Acceptance** occurs when Deliverables are delivered in accordance with the Purchase Order and have passed any inspection which may be required by the Council.

**Council** means the Glenorchy City Council (ABN 19 753 252 493) of 374 Main Road Glenorchy.

**Contractor** means the party named as the Contractor in the Purchase Order.

**Contract Sum** means the amount payable by Council to the Contractor as set out in the Purchase Order.

**Deliverables** means the goods and services described in the Purchase Order that the Contractor is required to provide under this Purchase Order.

**Delivery Date** means the date that the Deliverables are to be supplied to Council as set out in a Purchase Order.

**Delivery Location** means the place where the Deliverables are to be delivered or provided as notified by Council.

**GST** has the meaning given in the *A New Tax System (Goods and Deliverables Tax) Act 1999* (Cth).

**Insolvent** has the meaning given to it by the *Corporation Act 2001(Cth)* as if the Contractor were a corporation, or any other situation such as entering into receivership or an arrangement with creditors, where the Contractor is reasonably unlikely in the Council's opinion, to have the immediate cash flow to complete the Deliverables.

**Intellectual Property Rights** includes all intellectual and industrial property rights such as copyright, design, patent, trademark, database rights, domain name, moral rights, or business name.

**Legislative Requirements** means acts, laws, ordinances, regulations, by-laws, orders, workplace health and safety code, awards and proclamations whether Commonwealth, State or local.

**Key Personnel** means the Contractor personnel that are specified as such by qualification, name or role in the Purchase Order.

**Purchase Order** means the document relates to the Deliverables that is headed as such and incorporates these terms.