

City of Greater Geelong

Standard Trading Terms and Conditions of Purchase

CLAUSE 1 - INTRODUCTORY ISSUES

1.1. The following terms will, if not inconsistent with the context, have the meanings indicated:

"Council Contact" means:

- 1.1.1. the person named as such in the Purchase Order; or
- 1.1.2. any other person nominated by the Council from time to time in writing;

"Contract" means the Contract evidenced by these Conditions of Purchase, the Purchase Order and any other documents to which reference is made in the Purchase Order;

"Council" means the Greater Geelong City Council;

"Supplier" means the party to which the Purchase Order is addressed;

"Goods" means any goods to which the Purchase Order applies;

"Purchase Order" means the document on the reverse side of this page; and

"Services" means any services to which the Purchase Order applies.

1.2. This Contract constitutes the whole understanding between the parties and embodies all terms and conditions under which Goods or Services are to be supplied by the Supplier.

1.3. The law of the State of Victoria governs this Contract and any legal proceedings under this Contract.

1.4. If the Supplier consists of two or more parties, this Contract binds each of them severally and jointly.

1.5. It is acknowledged and agreed that this Contract does not fetter or restrict the powers or discretions of the Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Supplier.

CLAUSE 2 - GOODS OR SERVICES

2.1. The Supplier must supply the Goods or Services specified in the Purchase Order by any date stated in the Purchase Order (or otherwise within a reasonable time) in accordance with this Contract.

2.2. The Council Contact may, on behalf of the Council, immediately terminate this Contract where any of the Goods or Services specified in the Purchase Order have not been supplied in accordance with the requirements of clause 2.1.

2.3. If this Contract is terminated under clause 2.2.:

2.3.1. the Council Contact may either -

(a) accept any Goods

(b) direct the removal of any Goods -
already supplied by the Supplier;

2.3.2. the Supplier must comply with a direction given by the Council Contact under clause 2.3.1.(b) within any time specified by the Council Contact; and

2.3.3. the Council is:

2.3.3.1. not required to pay for any Services already supplied; and

2.3.3.2. only required to pay for any Goods already supplied which have been accepted by the Council Contact under clause 2.3.1.(a).

2.4. Any Goods must be delivered by the Supplier to the place stated in the Purchase Order and unloaded in accordance with any directions given by the Council Contact. Any Services must be provided at any place stated in the Purchase Order.

2.5. It is a condition of the Council's purchase of any Goods that:

2.5.1. the Goods are new, unless otherwise specified in the Purchase Order;

2.5.2. the Goods will be fit for the purpose for which items of the same kind are commonly supplied;

2.5.3. the Goods are of merchantable quality; and

2.5.4. the Goods carry any applicable manufacturers' warranties (which will be passed to the Council on supply of the Goods).

2.6. Title to any Goods free of encumbrances and all other adverse interests will pass to the Council upon the Goods coming into the possession of the Council or its employees or agents.

2.7. It is a condition of the Council's purchase of any Services that the Services will be performed with a level of care, skill, knowledge and judgement in accordance with best industry practice.

2.8. The Council Contact may reject any Goods or Services which do not comply in all respects with this Contract. The Council is not required to make payment for any rejected Goods or Services.

2.9. The Supplier must obey and must ensure that its employees, sub-contractors and agents obey any Acts, regulations and local laws in any way applicable to the performance of this Contract, including, without limitation, any WorkCover and occupational health and safety legislation.

CLAUSE 3 - PAYMENTS

If the Supplier complies with its obligations under this Contract, the Council must make the payment or payments specified in the Purchase Order within 30 days of the beginning of the month following its receipt of a valid tax invoice for any Goods or Services. The Supplier must not forward an invoice to the Council until all the Goods or Services have been delivered or provided (unless otherwise directed by the Council Contact).

CLAUSE 4 - SUB-CONTRACTING AND ASSIGNMENT

The Supplier must not, except with the written consent of the Council Contact, sub-contract or assign the whole or any portion of its obligations and rights under this Contract, and no sub-contractors or assignees will have any rights under this Contract against the Council or be entitled to receive any payments under this Contract from the Council.

CLAUSE 5 - INSURANCE AND INDEMNITY

5.1. The Supplier must be the holder of a current public liability insurance policy providing coverage for an amount per event of at least \$10,000,000. The Supplier must hold any other applicable insurances i.e. professional indemnity insurance for an amount of at least \$1,000,000 and workcover insurance. If directed by the Council Contact, the Supplier must deliver to the Council Contact a certificate of currency for the insurances before delivering any Goods or performing any Services.

5.2. The Supplier must indemnify the Council, and its Councillors and members of staff, from and against all actions, claims, losses, damages, penalties or demands consequent upon, occasioned by or arising from its performance or purported performance of its obligations under this Contract, including, without limitation, any acts or omissions of the Supplier's agents and employees.

CLAUSE 6 - TRADING TERMS

6.1. The Supplier shall provide BSB and Bank Account details for payments by electronic funds transfer for the goods and /or services provided to Council.

6.2. Invoices that do not reference a purchase order number will be returned to the Supplier unpaid. The Supplier will be responsible for obtaining a purchase order number from the officer of Council seeking the supply of any goods, works and services.

6.3. The Supplier shall take full responsibility for health and safety issues associated with the agreement in accordance with legislation. Where applicable, the Supplier shall provide a health and safety plan for the provision of the supply. The health and safety plan shall be accompanied by a safe work method statement for all activities associated with the agreement where it is deemed to be required.

6.4. The Supplier shall not use, divulge or reproduce any information whatsoever that Council may provide or which comes within the Suppliers knowledge in the course of performing the agreement.

6.5. The Supplier shall advise Council of any actual or potential conflict of interest that arises or may arise in the performance of the agreement.

6.6. All property and copyright in material arising from this agreement shall remain within Council.