



STANDARD TERMS & CONDITIONS

1. These terms and conditions apply to, and are taken to be incorporated in, any Purchase Order (Council's official document for ordering goods and services) referring to these terms and conditions.
2. Council is not responsible for goods or services supplied without a Purchase Order.
3. The order number appearing on a Purchase Order must be quoted on all invoices, delivery dockets, parcels and correspondence relating to the Purchase Order or the goods or services ordered under it.
4. These terms and conditions apply subject to any written contract between Council and the person (Supplier) to whom a Purchase Order is issued. However, these terms and conditions are to be given effect to fullest extent that they can be, consistently with any such contract. A Supplier is taken to have accepted these terms and conditions if Council issues a Purchase Order to the Supplier and the Supplier:
 - (a) makes or purports to make a supply of goods or services under the Purchase Order; or
 - (b) otherwise signifies the Supplier's agreement to supply the goods or services ordered in the Purchase Order or to these terms and conditions.
5. No variation of these terms and conditions (or of a Purchase Order) binds Council unless the variation is in writing and signed or issued by an authorised Council delegate.
6. The Supplier must supply the goods or services under the Purchase Order to Council:
 - (a) at any time, within any period or by any due date specified in the Purchase Order; or
 - (b) promptly if no time, period or date is specified.
7. If the Purchase Order is an order for goods:
 - (a) the Supplier is responsible, at its cost, for the packing and transporting the goods to the place or places specified in the Purchase Order or otherwise notified.
 - (b) the goods must be in a new and unused condition and of recent origin unless the Purchase Order says otherwise;
 - (c) the goods must be fit for any purpose stated in the Purchase Order or for which those or similar goods could reasonably be expected to be required;
 - (d) the goods must be packaged and labelled in accordance with all relevant legal requirements; and
 - (e) the goods must be in accordance with any relevant Australian Standard (or relevant International Standard if there is no relevant Australian Standard) unless the Purchase Order states otherwise.
8. If the Purchase Order is an order for goods, are or include a hazardous substance (as defined by the *Workplace Health and Safety Regulation 2008*) or lead, the Supplier must:
 - (a) prepare a MSDS (as defined by and complying with that Regulation) and give a copy of the MSDS when first supplying the goods to Council;
 - (b) ensure that the goods are marked with international danger symbols and display the name of the hazardous substance or lead in English and accompanied by emergency material in English in the form of written instructions, labels or warnings; and
 - (c) otherwise comply with the legal obligations of the Supplier as the supplier of the hazardous substance or lead under the *Workplace Health and Safety Act 1995*.
9. The Supplier must comply with all legal requirements in connection with the supply of the Deliverables. The Supplier must comply with all duties and obligations under the *Workplace Health and Safety Act 1995*.
10. The Supplier must immediately communicate to Council all information held by or reasonably available to the Supplier regarding any potential hazards or special requirement in the transport, packaging, storage, handling or use of any goods ordered in the Purchase Order.
11. The Supplier must ensure that all goods ordered in the Purchase Order are properly packed to avoid being damaged during delivery, loading and unloading. All packages are to be clearly marked with the Purchase Order number and location of delivery.
12. If the law or Council requires it, the Supplier must give Council all necessary certificates of conformance, certificates of analysis and test certificates for goods ordered in the Purchase Order.
13. Receipt of the goods by Council will not of itself constitute acceptance of goods ordered in the Purchase Order. Council will be taken to have accepted the goods on the earlier of giving notice to the Supplier of the acceptance of the goods or the expiry of the defects period in the next condition if Council retains the goods and does not give the Supplier notice of the rejection of the goods.
14. If goods received by Council are defective:
 - (a) Council may, within 10 business days after receipt of the goods, give the Supplier notice of the rejection of the goods and in that case Council will not be responsible for the care or custody of the rejected goods from then onwards; and
 - (b) Council may, specify in the notice that Council requires the Supplier to remove the rejected goods and refund to Council any payment made by Council for the rejected goods or replace or rectify the rejected goods within a time stated in the notice, in which case the Supplier must comply with the notice.
15. The goods ordered in the Purchase Order will be at the Supplier's risk until they are delivered to Council. Title to the goods passes to Council when Council pays for (or, by way of set-off, gives credit for) the goods but reverts to the Supplier if Council gives the Supplier notice of the rejection of the goods and the Supplier refunds to Council any payment made by Council for the rejected goods.
16. The Supplier must ensure that all services ordered in the Purchase Order are, and warrants that those services will be, supplied:
 - (a) promptly and with due care, skill, competence and diligence and in accordance with any relevant Standard; and
 - (b) in accordance with all of Council's reasonable requirements and directions concerning the services.
17. The Supplier warrants that it has the necessary skills and expertise to be able to competently supply any services ordered in the Purchase Order and must supply all personnel, premises, plant and equipment necessary for the proper supply of the services.
18. If Council reasonably decides that services supplied by the Supplier are defective, Council may give the Supplier notice telling the Supplier that the services were defective and requiring the Supplier to again supply the services (or the part of the services which was defective) or rectify the defects in the services. The Supplier must promptly comply with the notice.
19. Council is not obliged to pay the Supplier unless and until the Supplier has supplied the ordered goods or services in accordance with these terms and conditions and issued to Council an invoice which:
 - (a) is a tax invoice under *A New Tax System (Goods and Services Tax) Act 1999*;
 - (b) identifies the goods or services for which payment is being invoiced;
 - (c) is in an amount specified or calculated as provided by the Purchase Order;
 - (d) specifies a correct Purchase Order number; and
 - (e) is issued in any form notified by Council to the Supplier from time to time and to any person, section or address within Council as notified by Council to the Supplier from time to time.
20. If Council asks the Supplier to give Council additional information or documentary evidence concerning an invoice, the Supplier must promptly give Council that information or evidence.
21. Council will pay the invoice within 30 days after it is given to Council and the Supplier has given Council any additional information or evidence Council has requested. Invoices should be emailed to invoices@ipswich.qld.gov.au or alternatively posted to PO Box 191 IPSWICH QLD 4305.
22. Council is not required to pay interest on the amount of an invoice, even if Council does not pay the invoice on time.
23. Council may deduct from, and set-off against, any money due by Council to the Supplier a debt or other liquidated amount due by the Supplier to Council and any unliquidated amount due by the Supplier to Council. Council is not compelled to exercise that right of deduction and set-off and does not have to give notice to the Supplier before exercising the right.
24. The Supplier must not, and must ensure that its employees and agents do not, use or disclose Council's confidential information except if and to the extent that Council consents to the use or disclosure, the use or disclosure is required by law, the use or disclosure is required in order for the Supplier to fulfil the Purchase Order or the confidential information is disclosed by the Supplier to any of its employees and agents who need to know the confidential information in order to fulfil their duties to the Supplier in connection with fulfilling the Purchase Order. The Supplier must, on Council's written demand made at any time, give to Council any documents or other media in its possession, power or control containing any of Council's confidential information. Council's information is deemed confidential unless it is already lawfully in the public domain.
25. The Supplier acknowledges that Council may be required to disclose information concerning the Supplier in order to comply with (or to enhance compliance with) legal requirements, including those arising under the *Freedom of Information Act 1992* and the *Local Government Act 1993*. The Supplier agrees not to make any claim against Council in connection with any such disclosure.
26. All intellectual property rights developed by the Supplier in fulfilling the Purchase Order will vest in Council on the creation of the material in which those rights subsist. No intellectual property rights held by Council vest in or are licensed to the Supplier.
27. The Supplier will be liable for the acts, omissions and conduct of the Supplier's employees and agents as if they were the personal acts, omissions or conduct of the Supplier.
28. The Supplier indemnifies Council against any claim brought or claimed by a third party against Council or the Supplier or both Council and the Supplier in connection with any negligent act, omission or conduct by the Supplier or any of its employees or agents, breach of these terms and conditions by the Supplier or breach of a legal requirement by the Supplier or any of its employees or agents, except to the extent that the claim is due to any negligent or unlawful act, omission or conduct by Council or its employees or agents. The Supplier cannot bring such a claim against Council.
29. The Supplier must hold and maintain adequate workers' compensation insurance, public liability insurance providing cover of at least \$5 million per claim and (if relevant) product liability and/or professional indemnity insurances providing cover of at least \$2 million per claim.
30. The Supplier must comply with all applicable rules, policies, standards, codes of conduct, directions and procedures notified by Council whenever, in the course of fulfilling the Purchase Order, the Supplier enters on Council's premises, uses Council's facilities, equipment or resources, deals with Council's employees or other suppliers or deals with members of the public.
31. The Supplier must hold, maintain, keep current and comply with all conditions of all licences, consents, approvals and permits which the Supplier needs by law in connection with fulfilling the Purchase Order.
32. If the Supplier breaches these terms and conditions, Council may cancel the Purchase Order without liability to the Supplier in addition to exercising any other rights and remedies arising from the breach.