



General Terms and Conditions

For the provision of goods and services

These terms and conditions are to be used for purchases of Goods and/or Services not exceeding \$250,000 (GST inc) in value. For purchases exceeding \$250,000 (GST inc), please refer to the terms and conditions relating to individual tenders.

1. APPLICATION

- 1.1 Council issued a Request for Quote (**RFQ**) in respect to the supply of the Goods and/or Services.
- 1.2 The Supplier's Quote for the Goods and/or Services was accepted by Council.
- 1.3 These terms and conditions apply to the supply of the Goods and/or Services to Council by the Supplier.
- 1.4 For the avoidance of doubt, terms and conditions proposed by the Supplier as part of its response to Council's RFQ do not apply, unless negotiated and expressly agreed to by Council in writing.

2. CONTRACT DOCUMENTS

- 2.1 The documents which comprise the Contract between Council and the Supplier include:
 - (a) These Terms and Conditions.
 - (b) Council's RFQ.
 - (c) The Supplier's Quote.
 - (d) Any other documents that Council and the Supplier agree in writing will form part of the Contract.
- 2.2 To the extent of any inconsistency between Contract documents, they are to prevail in the order as they are listed in clause 2.1.
- 2.3 Where Council includes any special conditions as part of the Specifications contained in its RFQ for the Goods and/or Services, and to the extent the special conditions conflict with the Contract, the special conditions are to prevail.



3. TERM

This Contract will commence on the Commencement Date and will continue for the Term unless terminated earlier in accordance with the terms of this Contract and unless extended by agreement of the Parties.

4. SUPPLY OF GOODS

4.1 The Supplier agrees that any Goods supplied under this Contract:

- (a) will be supplied in accordance with this Contract;
- (b) are being sold without Encumbrance;
- (c) will be free from defect in material and workmanship;
- (d) will be fit for the purpose as made known to the Supplier;
- (e) will comply with Council's reasonable directions and delivery instructions;
- (f) will conform with all applicable Australian Standards and legislation;
- (g) will be free from infringement of any registered patent, design and trademark, copyright or any other protected Intellectual Property Right; and
- (h) if requested by Council, can be installed by the Supplier.

4.2 The Supplier agrees that any warranty offered by a manufacturer of the Goods is held by the Supplier on trust for the benefit of, and is enforceable by, Council.

4.3 If the Supplier cannot comply with any of its obligations under this clause 4, the Supplier must notify Council in writing immediately.

5. DELIVERY

5.1 The Goods must be delivered to the Delivery Point on or before the Delivery Time.

5.2 Unless agreed in writing by the parties prior to delivery, time for delivery of Goods is deemed to be of the essence.

5.3 If the supply of Goods is anticipated by the Supplier to be outside the Delivery Time, the Supplier must notify Council.

5.4 Goods must be suitably packaged to protect them from damage or deterioration during transit and delivery to Council. The Supplier must comply with Council's reasonable directions concerning the packaging of Goods.

5.5 When delivered, the Product must be accompanied by a delivery docket. Signed delivery dockets do not mean acceptance by Council of the Goods delivered.

6. TRANSPORT CHAIN OF RESPONSIBILITY

6.1 All transport drivers must meet the requirements of the Road Transport Act 2013, and Road Transport (Driver Licensing) Regulation 2008.

6.2 The Supplier is to ensure compliance with the Road Transport Act 2013 and Heavy Vehicle National Law (NSW) and Road Transport (General) Regulation



2013 and Heavy Vehicle (Fatigue Management) National Regulation (NSW) and Heavy Vehicle (General) National Regulation (NSW) and Heavy Vehicle (Mass, Dimension And Loading) National Regulation (NSW) at all times by its employees and sub-contractors.

- 6.3 In terms of the chain of responsibility, Council's representative is to be informed immediately should a breach, or the possibility of a breach occur.
- 6.4 The supplier is to make available work scheduling documentation and records to demonstrate compliance with legislation if requested by Council's representative.

7. INSPECTION AND ACCEPTANCE OF GOODS

- 7.1 Council may inspect the Goods following delivery to determine whether to accept or reject the Goods.
- 7.2 Council may reject any Goods which do not conform in all respects with this Contract.
- 7.3 Council may reject an entire order of Goods even if only a portion of those Goods do not comply in all respects with the Contract.
- 7.4 Council may unpack, inspect and test Goods to ensure the Goods conform to the requirements of the Contract. Any unpacking, inspection and testing of the Goods will not constitute acceptance of the Goods by Council.
- 7.5 If the Goods are consumable products and are found on inspection to be defective when first used, then Council may reject the Goods under clause 6.6.
- 7.6 If Council rejects the Goods due to non-conformity with the requirements of the Contract, then Council must notify the Supplier as soon as possible and, subject to clause 6.5, within 5 Business Days and require the Supplier at its sole expense, and at Council's election to either:
 - (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - (b) repair the Goods.
- 7.7 Subject to clause 6.5, Goods are deemed to be accepted if no notice is issued by Council within 5 Business Days after delivery of the Goods to the Delivery Point.
- 7.8 Acceptance of Goods by Council does not relieve the Supplier of any of its obligations under the Contract.
- 7.9 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to Council upon Council's acceptance of the Goods.

8. WARRANTY PERIOD

- 8.1 If during any Warranty Period Goods fail to comply with the warranties in clause 11.1 then Council may, in its absolute discretion, require that the Supplier at its sole expense:
 - (a) replace the Goods within 10 Business Days of notification by Council (or such other time as is agreed); or



- (b) refund the Price.

9. SUPPLY OF SERVICES

- 9.1 If Services are being supplied under this Contract then the Supplier must ensure that the Supplier's Personnel provide the Services described by Council in its RFQ and this Contract.
- 9.2 Where Council or the Supplier specifies Named Persons then the Services must be delivered by those Named Persons. The Supplier may substitute a Named Person with the consent of Council subject to Council being satisfied as to the expertise, experience and suitability of the substitute.
- 9.3 The Supplier must ensure that Services are delivered:
 - (a) to a standard that meets or exceeds Service Levels (where stipulated);
 - (b) in accordance with the warranties in clause 11; and
 - (c) by any Milestone Dates.
- 9.4 Council's remedies for the Supplier's failure to meet a Service Level includes (and without limiting Council's rights otherwise under the Contract or at law) at Council's election either the resupply of the Services or a reduction of the Price, or any other remedy agreed to by the parties.

10. REPORTS AND MANUALS

The Supplier must provide those reports, manuals or other materials in the form and at the times specified by Council in its RFQ.

11. VARIATIONS

- 11.1 If Council wishes to vary the scope of the Services and/or Goods (**Variation**), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote (**Quote**) setting out:
 - (a) any impacts on the timing of or completion of tasks;
 - (b) the varied Price and payment arrangements, which must be referable to any schedule of rates or prices contained within the Supplier's response to the Request for Quote; and
 - (c) any changes to the terms that apply to the performance of the Services and/or delivery of the Goods.
- 11.2 The Parties must negotiate in good faith to agree on the cost and other terms applicable to the Variation.
- 11.3 If the Parties agree in writing to the terms of the Variation, then:
 - (a) the Supplier must perform the Services and/or supply the Goods as varied by the Variation; and



- (b) Council must pay the varied Price.

12. SUPPLIER'S WARRANTIES

12.1 If Goods are being supplied under this Contract then the Supplier warrants that it has good and unencumbered title to the Goods and that the Goods:

- (a) conform with any description applied and any sample provided by the Supplier;
- (b) are new (unless otherwise specified);
- (c) are free from defects in materials, manufacture and workmanship;
- (d) conform to any applicable Australian Standards or other standards nominated in this Contract;
- (e) conform to the Specifications in Council's RFQ and any technical Specifications provided by the Supplier;
- (f) are of merchantable quality;
- (g) are installed correctly (if the Supplier is responsible for installation);
- (h) are fit for their intended purpose; and
- (i) are manufactured and supplied without infringing any person's Intellectual Property Rights.

12.2 Without limiting the warranties in clause 11.1, the Supplier further warrants:

- (a) that Council receives the full benefit of any manufacturer's warranties in respect of the Goods; and
- (b) during any Warranty Period any defects in the Goods will be rectified at the Supplier's expense.

12.3 If Services are being supplied under this Contract then the Supplier warrants that the Services will:

- (a) comply with the description of the Services in Council's RFQ;
- (b) be provided with due care and skill;
- (c) be provided in a timely and efficient manner;
- (d) be provided in accordance with the best practices current in the Supplier's industry;
- (e) be supplied without infringing any person's Intellectual Property Rights;
- (f) be performed by the Supplier and/or the Supplier's Personnel; and
- (g) be supplied in the most cost effective manner consistent with the required level of quality and performance.

13. SUPPLIER'S PERSONNEL

13.1 The Supplier, if required by Council, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check, working with children and/or any additional checks reasonably required by Council.

13.2 Council in its absolute discretion may by notice in writing to the Supplier require that any Personnel (including agents or subcontractors of the Supplier) be removed and/or



withdrawn from any activity involved in the provision of Goods and/or Services in connection with this Contract within a stated time.

- 13.3 The Supplier and the Supplier's Personnel must only use Council's computer systems with the specific authorisation of Council and only in the manner as directed by Council from time to time.
- 13.4 Council reserves the right to refuse entry to any of Council's premises to any of the Supplier's Personnel.
- 13.5 The Supplier warrants that it will pay its Personnel (including its subcontractors) in a timely fashion and in accordance with any applicable contract, award, enterprise agreement and/or statute.

14. PRICE AND PAYMENT

- 14.1 Subject to the satisfactory provision of the Goods and/or Services under this Contract, Council must pay the Supplier the Price.
- 14.2 The Supplier must invoice Council the Price, which is inclusive of all taxes (including GST).
- 14.3 Unless otherwise agreed or expressly stated elsewhere in this Contract, the Price is inclusive of GST, all other taxes, wages of its Personnel, subcontractors, insurances, delivery costs and the costs of complying with any law or legislative requirement relevant to the provision of the Goods and/or Services.
- 14.4 The Supplier is entitled to invoice Council for payment of the Price in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 6, and the Services have been supplied in accordance with this Contract.
- 14.5 Council will pay the Supplier within 30 days after the date specified on a correctly rendered tax invoice.
- 14.6 Without notice to the Supplier, Council may deduct from moneys otherwise due to the Supplier any debt or other moneys due from the Supplier to Council pursuant to this Contract or any claim to money which Council may have against the Supplier whether for damages (liquidated or otherwise) pursuant to or in relation to this Contract.
- 14.7 Payment by Council is on account and is not evidence of the value of Goods and/or Services delivered or supplied, an admission of liability, or evidence that the Goods and/or Services have been provided satisfactorily.
- 14.8 At any time, Council may correct any error discovered in any previous payment to the Supplier under this Contract and may add to or deduct from any future payments due to the Supplier under this Contract to compensate for such error. When such adjustments occur, the Supplier will provide tax invoices to Council to support any corrections within twenty (20) Business Days of being advised of them.

15. GST

- 15.1 If either Council or the Supplier makes a supply under or in connection with this Contract and is liable by law to pay GST on that supply, the consideration otherwise



payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.

- 15.2 If this Contract requires either Council or the Supplier to pay for, reimburse or contribute to any expense, loss or outgoing (Reimbursable Expense) suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party is the amount of the Reimbursable Expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the Reimbursable Expense.
- 15.3 If either Council or the Supplier has the benefit of an indemnity for a cost, expense, loss or outgoing (Indemnified Cost) under this Contract, the indemnity is for the Indemnified Cost net of any input tax credit or reduced input tax credit to which that party is entitled in respect of the Indemnified Cost.
- 15.4 Each party agrees to do all things, including providing invoices or other documentation containing stipulated information, which may be necessary or desirable to enable or assist the other party to claim any set off, rebate or refund in relation to any GST included in any payment made under this Contract.
- 15.5 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Contract.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 Nothing in this Contract affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 16.2 The Supplier warrants that:
 - (a) unless otherwise stated in this Contract, it owns or has an irrevocable and assignable licence of the Intellectual Property Rights in any reports or manuals required to be supplied under this Contract, including without limitation designs, materials, documents and working methods provided by the Supplier (**Deliverables**), and the Supplier grants to Council a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in those Deliverables; and.
 - (b) the Deliverables do not infringe any Intellectual Property Right.
- 16.3 The Supplier indemnifies Council against any infringement of an Intellectual Property Right relevant to the Deliverables required to be supplied under this Contract.

17. INSURANCE

- 17.1 The Supplier must effect and maintain the policies of insurance as required by Council and as a minimum, the following insurances:
 - (a) Public Liability Insurance for an amount of not less than \$20,000,000;
 - (b) Professional Indemnity Insurance in respect to any professional Services for an amount stipulated in Council's RFQ (where applicable) and which must be



- maintained for at least 6 years after the date of completion of the Suppliers services; and
- (c) workers compensation insurance.

- 17.2 The policies of insurance referred to in clause 16.1 must be held until the expiry of the Contract or in respect of Professional Indemnity Insurance as stated in clause 16.1.
- 17.3 The Supplier must provide Council with evidence of the insurances required in clause 16.1 in the form of a certificate of currency on request.
- 17.4 The Supplier must indemnify Council against any claim, loss or damage to or destruction of any property or personal injury (including psychological injury) or death to the extent that such claim, loss or damage arises as a result of any breach of this Contract by the Supplier or some negligent or unlawful act or omission of the Supplier or its Personnel, agents or subcontractors, however the Supplier's liability under this indemnity will be reduced proportionately to the extent a negligent or unlawful act or omission of Council has contributed to the claim, loss or damage.

18. CONFIDENTIAL INFORMATION

- 18.1 Subject to this clause 17, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Contract.
- 18.2 A Party may disclose Confidential Information belonging to the other Party:
 - (a) to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
 - (b) as required by law or a court order;
 - (c) in accordance with any Parliamentary or constitutional convention; or
 - (d) for the purposes of prosecuting or defending proceedings.
- 18.3 The Parties may mutually agree to disclose Confidential Information.
- 18.4 Unless otherwise agreed by the Parties in writing the obligation of confidentiality set out in this clause operates indefinitely and does not terminate on the expiry or earlier termination of this Contract.

19. DISPUTE RESOLUTION

- 19.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 19.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 19.3 Within 10 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 19.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.



20. ENDING THIS CONTRACT

20.1 Council may terminate this Contract immediately upon giving notice in writing to the Supplier if:

- (a) Council reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Contract;
- (b) the Supplier is in breach of this Contract and has not rectified such breach within 10 Business Days of Council giving notice in writing to the Supplier requiring the rectification of such breach;
- (c) Council becomes aware that the Supplier is in breach of its statutory obligations with respect to its Personnel;
- (d) the Supplier fails to comply with a notice issued under clause 11.2;
- (e) the Supplier fails to disclose a conflict of interest;
- (f) the Supplier suffers or, in the reasonable opinion of Council, is in jeopardy of becoming subject to any form of insolvency or bankruptcy;
- (g) the Supplier fails to provide evidence of insurance;

20.2 Council may terminate this Contract without cause by giving the Supplier a period of one month notice.

20.3 If Council terminates this Contract in accordance with clause 19.2:

- (a) the Supplier has no claim against Council arising out of or in relation to such termination other than the right to be paid for Goods accepted by Council in accordance with clause 6 and/or Services provided in accordance with the requirements of the Contract or in respect to which the parties are not in dispute, before the effective termination date; and
- (b) the Supplier must comply with all reasonable directions given by Council.

20.4 The Supplier may terminate this Contract immediately upon giving notice in writing to Council if Council is in breach of this Contract and has not rectified such breach within 10 Business Days of the Supplier giving notice in writing to Council requiring the rectification of such breach.

21. EFFECT OF ENDING THIS CONTRACT

21.1 Any termination of this Contract by either Party does not affect any accrued right of either Party.

21.2 Despite termination or completion of this Contract, this clause 20 and clauses 10, 14, 15, and 16 shall survive.

22. WORK HEALTH & SAFETY

22.1 The Supplier must comply at all times with the NSW Work Health and Safety Act 2011 and the NSW Work Health and Safety Regulations 2017, regardless of whether Council issues direction in that regard or not.



- 22.2 The Goods must comply with all applicable work health and safety legislation, and relevant Australian standards and industry codes of practice.
- 22.3 If all or part of the Goods and/or Services under this Contract are to be provided on the premises of Council and under the direction of Council, the Supplier must comply with Council's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on Council's premises, the Supplier must immediately bring it to Council's attention.
- 22.4 Where the Goods supplied under this Contract include hazardous chemicals, all hazardous chemicals supplied to Council must comply with the requirements of the Safe Work Australia Globally Harmonized System of Classification and labelling of chemicals (GHS). The Supplier must provide to Council, no later than at the time of delivery, a current Safety Data Sheet (SDS) in accordance with the model Code of Practice for the Preparation of Safety Data Sheets for Hazardous Chemicals. A failure to create SDS correctly is a breach of the Supplier's Work Health and Safety obligations under this Contract and at law.

23. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, Council's officers, employees or agents or any public sector employee to behave unethically, to prefer private interests over Council's interests or to otherwise contravene Council's Code of Ethics and Statement of Business Ethics.

24. PERSONAL PROPERTIES SECURITIES ACT (PPS Act)

- 24.1 The Supplier acknowledges that if the Contract and the transactions contemplated by it operate as or give rise to a security interest for the purposes of the PPS Act (**Security Interest**) in favour of Council, the Supplier must do anything (including amending the Contract or any other document, executing any terms and conditions or any other document, getting documents completed and signed and supplying information) that Council considers necessary under or as result of the PPS Act for the purposes of:
- (a) ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under the PPS Act;
 - (b) enabling Council to apply for any registration, or give any notification, in connection with the Security Interest, including the registration of a financing statement or financing change statement;
 - (c) enabling Council to exercise rights in connection with the Security Interest and the Contract.
- 24.2 The Supplier acknowledges that to the maximum extent permitted by law, it waives any right to receive a verification statement under the PPS Act in respect of the Security Interest.

25. Service of Notices



25.1 Any notice, consent or other communication under this Contract must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered to that person's address;
- (b) sent by pre-paid mail to that person's address; or
- (c) transmitted by e-mail to that person's address,

nominated by that Party.

25.2 A notice given to a person in accordance with this clause is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting;
- (c) if transmitted by e-mail to a person's address on the day transmission if a Business Day, otherwise on the next Business Day.

26. SUBCONTRACTING

26.1 With the exception of any prior subcontractors previously approved by Council the Supplier must not engage any subcontractor without the prior written permission of Council.

26.2 The Supplier remains responsible for obligations performed by its subcontractors to the same extent as if such obligations were performed by the Supplier.

27. CONFLICT OF INTEREST

The Supplier must disclose in writing to Council all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Contract as soon as practical after it becomes aware of that conflict.

28. GOVERNING LAW AND JURISDICTION

28.1 This Contract is governed by the laws in the State of New South Wales.

28.2 The courts of the State of New South Wales have exclusive jurisdiction in connection with this Contract.

29. NO ASSIGNMENT

29.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of Council, which approval shall not be unreasonably withheld.



29.2 Subject to any contrary legislative intention, the Parties agree that if there is any change in the name or structure of Council, this Contract is deemed to refer to the new entity succeeding or replacing Council. Party's rights and obligations under this Contract will continue and will become rights and obligations of that new entity.

30. MODIFICATION

No addition to or modification of any provision of this Contract will be binding upon the Parties unless made by in writing and signed by the Parties.

31. COUNTERPARTS

This Contract may be executed in any number of counterparts each of which is taken to be an original. All those counterparts taken together constitute one instrument. An executed counterpart may be delivered by email.

32. WAIVER

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

33. COOPERATION

Each party must sign, execute and deliver all deeds, documents, instruments and act reasonably and effectively to carry out and give full effect to this document and the rights and obligations of the Parties

34. INTERPRETATION

34.1 Defined terms are set out in the Glossary of Defined Terms.

34.2 In this Contract (unless the context requires otherwise):

- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- (b) a word in the singular includes the plural and a word in the plural includes the singular;
- (c) a reference to two or more persons is a reference to those persons jointly and severally;
- (d) a reference to dollars is to Australian dollars;



- (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

35. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Contract.



Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement.

In this Contract:

“Business Day” means any day that is not a Saturday or Sunday or a public holiday in New South Wales.

“Commencement Date” is the date on which the provision of the Services and/or procurement of the Goods under this Contract commences and if not expressly stated in the Request for Quote will be the date on which the parties execute this Contract.

“Confidential Information” means information which is identified either as confidential information (if disclosed by Council) or proprietary information (if disclosed by the Supplier), but does not include this Contract.

“Delivery Date” means the date and time specified in the Request for Quote or other written instructions from Council for delivery of the Goods.

“Delivery Point” means the location(s) specified in the Request for Quote or other written instructions from Council, where Goods and/or Services are to be delivered.

“Encumbrance” means an interest or power:

- (i) reserved in or over an interest in any asset; or
- (ii) created or otherwise arising in or over any interest in any asset under any mortgage, charge, pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
- (iii) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

“Encumber” means to grant an “Encumbrance”.

“Goods” means the materials, products and/or goods to be supplied by the Supplier to Council as specified in the Request for Quote and/or any Purchase Order.

“Expiry Date” is the date on which the provision of the Services and/or deliver of the Goods under this Contract is complete and if not expressly stated in the Request for Quote will be the date on which the Supplier has provided the Goods and/or Services in accordance with the Contract, free of defects and to the satisfaction of Council before the Delivery Date and/or in accordance with any Milestones.

“GST” means the tax imposed by the GST Law.



“GST Law” has the meaning attributed in the A New Tax System (Products and Services Tax) Act 1999 (Cth).

“Intellectual Property Rights” means all intellectual property rights, including but not limited to:

- (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
- (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),

but for the avoidance of doubt excludes moral rights and performers’ rights.

“Milestone Dates” or **“Milestones”** means dates or states by which Services must be delivered as specified in the RFQ.

“Named Persons” means key staff and/or Personnel of the Supplier specified as being engaged for the provision of the Services in the Suppliers response to Council’s RFQ.

“Party” means a party to this Contract.

“Personnel” means subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Contract and includes the Named Persons.

PPS Act means the *Personal Property Securities Act 2009 (Cth)*.

“Purchase Order” means an order for Goods and/or Services submitted by Council to the Supplier.

“Price” means the total amount payable by Council to the Supplier under this Contract contained in the Supplier’s Quote and accepted by Council which when agreed to be in the form of a lump sum, is the lump sum and otherwise to be calculated in accordance with any price schedule supplied as part of the Supplier’s Quote and includes any price varied under clause 10.

“Request for Quote” or **“RFQ”** means the request for quote issued by Council inviting Quotes for the provision of the Goods and/or Services to be supplied under this Contract and includes the Specifications.

“Service Levels” means the minimum required service levels and/or quality of services (if any) specified in the Request for Quote.

“Services” means the services to be performed by the Supplier for Council specified in the Request for Quote and/or any Purchase Order.

“Special Conditions” means the conditions in specified in clause 34.



“**Specifications**” means the detailed description of the Goods and/or Services forming part of the Request for Quote.

“**Term**” means the period of this Contract commencing on the Commencement Date and ending on the Expiry Date unless terminated earlier and includes any agreed extension of that period.

“**Warranty Period**” means the period specified in the RFQ which is to apply to the Goods delivered and/or supplied under this Contract, or the industry standard accepted warranty period for those Goods, whichever is the longer.