

STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS (EFFECTIVE 12 JULY 2022)

PART A - STANDARD CONDITIONS

1.0 APPLICATION

1.1 These conditions apply to all arrangements for the supply of Goods, Services or rental items, unless otherwise engaged under a Contract.

2.0 DEFINITIONS

2.1 "Offer" – A written offer to do certain work or supply certain items for a certain sum of money applying to:-

- (a) Tenders
- (b) Quotations
- (c) Expressions of Interest
- (d) Panels of Suitable Providers
- (e) Pre-Qualified Suppliers Register
- (f) Preferred Supplier Arrangements
- (g) Standing Offer Arrangements
- (h) Forward Purchase Arrangements

2.2 All of the above shall be treated as and termed "Offer" regardless of the value of the offer.

2.3 "Contract"- includes this Purchase Order and these conditions unless a Contract has been, or is later issued and executed by the parties.

2.4 "Contractor" - means the person named as the supplier of the Goods, Services or Rental items in the Contract and includes as appropriate the Contractor's Affiliates, heirs, executors, administrators, successors, and permitted assigns.

2.5 "Council" – means the entity issuing the Purchase Order.

2.6 "Goods" – means each and every article or thing described in the Contract as to be purchased by the Council, or any part thereof.

2.7 'GST' means the goods and services tax under the GST Act.

2.8 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 and includes other GST related legislation.

2.9 "Specification"- A clear, complete and accurate statement of the description, technical and performance requirements of an item or a service. Unless stated otherwise performance specifications will be the minimum acceptable performance.

2.10 "Preferred Supplier Arrangements" -Arrangements where Council is party to an agreement with more than one supplier for a product/service under agreed pricing conditions over a set period.

2.11 "Purchase Order" – means the document headed as such and describing the Goods, Services or Rental Items to be supplied, to which these conditions are attached.

2.12 "Rental Items" means each and every article or thing described in the Contract as to be rented or hire by the Council, or any part thereof.

2.13 "Services" – means the services described in the Contract and includes the performance of all incidental or other services, and the provision of all materials and equipment necessary to allow or assist the performance of the Services.

2.14 "Standing Arrangements" - Arrangements with suppliers for the supply of products/services over a set period at an agreed price or set of pricing conditions.

2.15 "Standard Agreement –spatial data" - A spatial data licence agreement ('End User Licence') drawn up between Council and external customers and contractors, covering the terms and conditions required to be adhered to, for Council spatial data. Generally this type of agreement would cover a distinct project.

2.16 "Standing Agreement – spatial data" – A spatial data licence agreement ('Standing Agreement') drawn up between Council and a 'Preferred Supplier' contractor, where the contractor may need to request spatial data to be supplied multiple times for different projects. This agreement covers the terms and conditions required to be adhered to by contractors for Council spatial data, and each separate data supply is covered by a separate Attachment, which then becomes part of the overall agreement.

2.17 "Tenderer" shall mean and include Supplier or Contractor.

3.0 PROJECT MANAGEMENT

3.1 During the performance of the Contract, the Contractor must, as reasonably required by the Council, liaise with and report to the Council, as well as attend meetings and briefings with Council officers.

3.2 Unless otherwise consented to in writing by the Council, reports by the Contractor to the Council will be in writing.

3.3 The Council may appoint a 'Council's Representative' to exercise any function of the Council under the Contract, excluding the ability to extend or vary the Contract. The appointment of the representative will not prevent the Council from exercising any function. The Council must notify the Contractor in writing of the appointment of a representative.

4.0 APPOINTMENT OF CONTRACTOR

4.1 Council appoints the Contractor to provide the goods/services in accordance with the Contract. The Contractor shall not represent themselves or allow themselves to be represented as the Council or an employee of the Council.

5.0 ASSIGNMENT OF CONTRACT

5.1 The Contractor will not assign the Contract or any substantial part thereof.

5.2 Council may at its sole discretion assign its interest in this Contract to a third party, in which event the Contractor agrees to be bound by the terms and conditions contained herein as if the Contract had been made between the Contractor and that third party.

6.0 VARIATIONS TO CONTRACT

6.1 The Council may request, in writing, the Contractor to vary the Contract in nature, scope or timing, provided that no variation will be such that if it had been included in the original invitation to offer, more or different offers would have been received. The Contract may also be varied in response to circumstances or information not known at the time of entering into the Contract.

6.2 Where the Council requests a variation to the Contract, the parties must negotiate in good faith a variation to the prices/rates.

6.3 The Contractor must not commence work on the variations unless directed to the contrary by the Council.

7.0 VARIATION TO PRICES/RATES

7.1 Unless otherwise specified, all pricing will be firm and not subject to rise and fall.

7.2 There will be no variation in price in respect to any variation in rates of wages, price of materials or other factors, occurring after the time fixed for the completion of the Contract or any extension of time under the Contract approved by the Council.

7.3 Contractors shall advise the Council of reductions in Contract prices due to reductions in duty or currency exchange rate and price factor fluctuations. Failure to do so may result in cancellation of a Standing Offer/Preferred Supplier Arrangement

8.0 PAYMENT

8.1 Council pays on 30 days from invoice date and payment will be effected on the production of an invoice setting out the details of delivered supplies and official Council Order numbers, subject to evidence of delivery in full.

8.2 An exception shall apply for payments relating to the Building and Construction Industry Payments Act, small business where payments represent a wage, and negotiated early payment discounts.

8.3 For a Schedule of Rates Contract, payment will be based on the actual number of items supplied and delivered extended at the tendered rates for the various sizes.

8.4 Failure to quote the Council Order number on delivery and invoice documents will result in delays in payment for such deliveries and may result in failure to pay.

9.0 PERSONNEL AND SUB-CONTRACTORS

9.1 The Contract must be performed by the Contractor's own personnel and/or sub-contractors specified in the offer submitted by the Contractor and accepted by Council.

9.2 The personnel and nominated sub-contractors must have the necessary skills to perform the Contract.

9.3 Where the contract involves the supply of Council spatial data, all sub-contractors must comply with the terms and conditions detailed in the relevant Standard Agreement or Standing Agreement for digital data supply to contractors.

9.4 No substitution of sub-contractor will be made without written consent from the Council.

9.5 Personnel and sub-contractors are to be paid at the award rates for the activity undertaken.

9.6 Failure by the contractor to pay subcontractors may result in the Council withholding payments until the subcontractors have been paid in full.

9.7 Council may at its discretion, give notice requiring the Contractor to remove personnel or sub-contractors from working on the Contract. Such notice must not be unreasonably given. The Contractor must promptly remove any such persons and arrange for a replacement person acceptable to the Council at no cost to Council.

10.0 PROFESSIONAL CONDUCT

10.1 The Contractor must at all times, act professionally in the performance of the Contract exercising the courtesy, skill, care and diligence reasonably expected.

11.0 CLAUSES TO SURVIVE EXPIRATION OR TERMINATION

11.1 The following Clauses survive the expiration or termination of the Contract:

- (a) Clause 12.0 – Intellectual Property Rights; and
- (b) Clause 21.0 –Indemnity; and
- (c) Clause 31.0 – Confidentiality.

12.0 INTELLECTUAL PROPERTY RIGHTS

12.1 The Contractor warrants that the supply of the Services by the Contractor to the Council under the Contract will not infringe the Intellectual Property Rights of any third party.

12.2 The Contractor must indemnify the Council against any claim by a third party in relation to infringement of the Intellectual Property Rights of the third party or incidental to the supply of the Services by the Contractor to the Council under the Contract.

12.3 In respect of the supply of the Services by the Contractor under the Contract, the Contractor must at all times indemnify and keep indemnified the Council from and against any loss or liability (including reasonable legal costs and expenses) incurred by the Council arising from any claim, demand, suit, action or proceeding (including a claim for a breach of a person's Intellectual Property Rights) by any person against the Council where the loss or liability arose out of, or in connection with, or in respect of, the supply of the Services by the Contractor under the Contract.

12.4 The indemnities in Clause 12.3 will be granted irrespective of whether legal proceedings are instituted and the means, manner or nature of any settlement, compromise or determination. The Council may recover a payment from the Contractor under this indemnity before it makes the payment in respect of which the indemnity is given.

12.5 Unless otherwise specified in the Contract, title to and Intellectual Property Rights in all New Contract Material provided to the Council, including each and every stage of design and production of it, will upon its creation vest in the Council.

12.6 The Contract does not affect Intellectual Property Rights in existing Contract Material, but the Contractor grants, and will ensure that relevant third parties grant, to the Council, a paid up non-exclusive, non-transferable licence:

- (a) to use, reproduce, communicate to the public and adapt for its own use; and
- (b) to perform any other act with respect to copyright; and
- (c) to manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do any of those things in respect of,
- (d) the Existing Contract Material but only as part of the Contract Material (and any further development of that material).

12.7 Where specified in the Special Conditions of Contract, right and title to the Intellectual Property Rights in the Contract Material so specified will vest in the Contractor and the Contractor grants to the Council, a non-exclusive, transferable, irrevocable and paid-up licence to use, reproduce, communicate to the public and adapt the Contract Material on the terms and conditions specified in the Special Conditions of Contract.

12.8 Where the Contractor is an individual, the Contractor consents to any acts or omissions of the Council in the exercise of rights or assignments granted under this Clause that might otherwise constitute an infringement of the Moral Rights of the Contractor.

12.9 Without limiting Clause 12.8, the Contractor consents, in relation to the Contract Material:

- (a) to being attributed as author of works comprised in the Contract Material in a form and manner acceptable to the Council; and
- (b) to the specific acts or omissions set out in the Contract.

12.10 Prior to an individual commencing work in respect of the Contract Material on behalf of the Contractor, the Contractor must obtain from that individual, in writing, and provide to the Council, upon request:

- (a) all consents, permissions and assignments to enable the Council to exercise in full, without cost to the Council and without impediment, the rights granted under this Clause 12.0; and
- (b) without limiting paragraph (a), a consent to any act or omission (including the specific acts or omissions set out in the Contract) which would otherwise infringe the Moral Rights of that individual. If requested by the Council, such consent must be in a form specified by the Council.

13.0 COMMENCEMENT AND COMPLETION OF CONTRACT

13.1 The times for the commencement and completion of the Contract will be in accordance with the times specified or alternatively the offer submitted by the Contractor and accepted by Council.

13.2 If the Contractor fails to commence the Contract in compliance with the required time, Council reserves the right to terminate the Contract.

13.3 The Contractor may be granted an extension of time for the commencement and completion of the Contract at the sole discretion of the Council.

14.0 PROVISION OF GOODS/SERVICES

14.1 The specified delivery point(s) for the goods or the site(s) for the services to be performed will be detailed in the invitation to offer documents.

14.2 Unless otherwise specified, all goods supplied must be in new and unused condition and of recent origin. If this condition is not satisfied, the goods may be rejected and the Contract repudiated at the Council's discretion.

14.3 All goods/services, unless otherwise specified, must be in accordance with Australian Standard specifications where such exists. Where Australian Standard does not exist, relevant ISO Standards will apply.

14.4 If goods/services, are not delivered within specified delivery times, Council reserves the right to obtain alternative supply and to recoup any additional costs or expenses incurred from the offerer. The offerer agrees that Council may off set any such amount from future payments due under this contract.

14.5 Any goods over supplied, supplied incorrectly or supplied faulty will be replaced by the supplier. All over supplies, incorrect supplies and faulty items will be held by Council for the Contractor to arrange return to the Contractor at no cost to Council.

14.6 The Contractor must advise the Council of any items shown on the Purchase Order which cannot be supplied by the due Delivery Date.

15.0 GEOCENTRIC DATUM OF AUSTRALIA

15.1 Digital spatial data shall be supplied on a GDA-based co-ordinate mapping datum.

16.0 INSPECTION AND TESTING

16.1 The Council has the right to conduct pre-delivery inspections/tests of goods at the Contractor's premises. Despite any pre-delivery inspections/tests conducted, the onus rests with the Contractor to deliver the goods in accordance with the Contract.

16.2 During and following provision of the goods/services, the Council may conduct inspections/tests deemed necessary by Council to determine whether the goods/services have been provided in accordance with the Contract.

16.3 The Council may reject any goods/services, which are not in accordance with the Contract or have failed to pass such inspections or tests as may be required or specified, even if the goods/services have been signed for on behalf of Council. The Contractor must remove and replace such goods/services to the satisfaction of the Council, at the Contractor's own expense and within the time fixed by the Council.

16.4 Should the Contractor fail to remove such goods within the said time, the Council may at the Contractor's risk and expense, remove the goods and either re-deliver the goods to the Contractor's premises where the Contractor shall afford every facility to accept such delivery, or dispose of such goods in a manner as the Council may determine.

16.5 The Council will not be responsible for the care or custody of such goods not removed by the Contractor within the required time.

16.6 The costs of inspections/tests will be borne by Council unless –

- (a) The invitation to offer specifies that the Contractor will bear the costs;
- (b) The inspections/tests identify that the goods/services are not in accordance with the requirements of the Contract.
- (c) The inspections/tests are consequent upon a failure of the Contractor to comply with the requirements of the Contract.

17.0 DEFECTS LIABILITY PERIOD

17.1 Unless otherwise specified in the invitation to offer, a Defects Liability Period of twelve (12) months applies to all goods/services provided by a Contractor.

17.2 During the defects liability period, the Contractor will be responsible for any defects that may develop due to faulty materials, design or quality of work. The Contractor must remedy such defects to the satisfaction of the Council, at the contractor's own expense.

18.0 DAMAGE TO PROPERTY

18.1 If during the course of performing the Contract, the Contractor becomes aware of any damage caused to any property, the Contractor must notify the Council immediately.

18.2 Should any property be damaged as a result of the actions of the Contractor, the Council shall arrange to have the damage rectified at the Contractor's expense. Terms of compensation to Council will be at the discretion of the Council.

19.0 SAFETY

19.1 The Contractor will be responsible for compliance with all provisions of the current Work Health & Safety Act 2011 Queensland (WH&S Act), Work Health & Safety Regulation 2011 Queensland (Regulations), and associated legislation, Industry standards, Australian Standards and Codes of Practice to provide a safe place and a safe system of work, so as not to place at risk the contractor's own employees, council employees and general public, and for the performance of the contract must:

- (a) Become the Principal Contractor under the Act, if applicable;
- (b) Ensure that the provisions of the WH&S Act and regulations are complied with;
- (c) Ensure that all equipment/plant used is maintained in a safe and serviceable condition; and is used and operated safely and competently;
- (d) Provide suitable precautions and safeguards during operations on site;
- (e) Provide suitable delivery vehicles so as not to endanger the health or safety of any person, cause damage to any property, or cause nuisance to the public;
- (f) Where applicable, provide Safety Data Sheets to the Principal for any chemicals used at the site/supplied;
- (g) Provide protection for members of the public on site via adequate barricading and signage;
- (h) Ensure that the site is kept in a tidy condition;
- (i) Provide other safeguards and take such other safety measures as required to minimise risk;
- (j) Provide Safe Work Method statements for all high risk construction tasks, and/or any task which may cause a risk to health;
- (k) Conduct a risk assessment on tasks performed and implement adequate control measures;

- (l) Ensure all plant operators are competent and have the appropriate and current licenses, certificates and/or verification of competency.

19.2 The Council may require the immediate removal from the site of any person who fails to properly observe the provisions of the WH&S Act & Regulations and such persons must not be employed to carry out work under this Contract without the permission of the Council.

19.3 If the Contractor, or employee of the Contractor, fails to comply with a direction given by the Council, or a Council Workplace Health & Safety Officer, the Council or Workplace Health & Safety Officer may order the cessation of work pending compliance.

19.4 The provisions of this clause will apply to and bind any sub-contractor employed by the Contractor, and the persons employed by such sub-contractors. The Contractor must incorporate like obligations in each sub-contract.

19.5 The ceasing of work, pending compliance with a safety direction, will not relieve the Contractor of the responsibility to effectively perform the contract.

19.6 The Contractor shall comply with all Queensland Workplace Legislation which includes (i) Work Health & Safety Act 2011 Queensland (ii) Work Health & Safety Regulation 2011 Queensland, all relevant Industry Advisory Standards and Codes of Practice and associated legislation eg. Electrical Safety Act 2002.

20.0 INSURANCES

20.1 Unless otherwise specified the following insurances are applicable:-

Public Liability Insurance

Before commencing work under the contract, the Contractor will take out a Broadform Public Liability Policy of Insurance, which will be for an amount not less than twenty million dollars (\$20,000,000).

Products Liability Insurance

Before commencing work under the contract, the Contractor will take out a Products Liability Policy of Insurance, which will be for an amount not less than twenty million dollars (\$10,000,000).

Workers Compensation

The Contractor must effect and keep current during the continuance of their contract, Workers' Compensation Insurance to the full extent of their liability under the Workers' Compensation Act. The Contractor must supply upon request, written proof to Council of payment of all Workers' Compensation charges, fees and premiums applicable to the Contract.

Professional Indemnity

Before commencing work under the contract, the Contractor will take out a Professional Indemnity Policy of Insurance.

20.2 All insurance referred to in this Clause will be in such form and contain such provisions as Council approves.

20.3 The Contractor must wherever required by Council make available for inspection the policies of insurance effected by the Contractor and the receipts for payments of current premiums.

21.0 INDEMNITY

21.1 The successful Contractor will be solely liable for and shall indemnify and hereby INDEMNIFIES AND SAVES HARMLESS COUNCIL from and against all liability, suits, actions, proceedings, claims, demands, penalties, losses, damage and expense which may be incurred by or brought against or made upon COUNCIL, the Council or the employees, professional consultants or agents of the Council in respect of –

- (a) personal injury or death of any person whomsoever
- (b) loss or damage to any property whatsoever
- (c) any patent, design, trademark, copyright or other protected right in respect of any machine, plant, work, material or thing, system of method of using, fixing, working or arrangement used or fixed or supplied by the Contractor
- (d) or any other claim that is not the fault of the Council.

21.2 In connection with the carrying out of the contract, the Contractor will not be rendered liable for personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Council of any provision of the contract or any negligent act or omission of the Council, its employees, consultants or agents.

22.0 DISPUTES

22.1 If at any time, a dispute or difference arises between Council and the Contractor in relation to or in connection with the Contract, it must be referred to the Council for decision.

22.2 If the Contractor is not satisfied with the decision of the Council, the dispute shall be referred to a mutually agreed mediator. If the parties are unable to reach agreement in mediation, the matter may be decided in an appropriate court of law.

23.0 TERMINATION BY COUNCIL

23.1 If the Contractor commits a substantial breach of Contract, and Council considers that damages may not be adequate remedy, Council may give the Contractor a written notice to show cause as to why Council should not exercise a right to terminate the Contract.

Substantial breaches include, but are not limited to the following –

- (a) Failing to comply with Statutory requirements;
- (b) Failing to comply with a direction of the Council given in accordance with the provisions of the Contract;
- (c) Assigning the Contract;
- (d) Utilising sub-contractors not approved by the Council;
- (e) Failing to act professionally in the performance of the Contract;
- (f) Failing to observe or perform any of its obligations pursuant to the Contract;
- (g) Failing to proceed with due expedition and without delay;
- (h) Failing to use goods or standards of workmanship required by the Contract;
- (i) Failing to provide evidence of insurance; and
- (j) The Contractor becomes insolvent, commits an act of bankruptcy, received a bankruptcy petition or enters into, or is the subject of, any arrangement or proceedings for the purpose of insolvency administration or is placed under official management.

A 'Show Cause Notice' shall –

- (a) State that it is a notice under this parent clause of the General Conditions of Contract
- (b) Specify the alleged substantial breach;
- (c) Require the Contractor to show cause in writing why Council should not exercise a right to terminate the Contract.
- (d) Specify the time and date by which the Contractor must show cause, which shall not be less than seven (7) clear days after the notice is given to the Consultant; and
- (e) Specify the place at which cause must be shown.

23.2 If by the time specified in the 'Show Cause Notice' the Contractor fails to show reasonable cause, the Council may in writing to the Contractor, terminate the Contract. The Contractor will not be entitled to any further payment except that due and owing at the time of terminations.

23.3 In the event of any failure by the Contractor to comply with any provisions of the Contract, Council reserves the right to make alternative arrangements for the provision of the goods/services. Any costs incurred by Council may be deducted from any moneys which, but for the provisions of this clause, would then be or thereafter become either due or payable by Council to the Contractor under or by virtue of the provisions of the Contract.

In the event of any failure by the Contractor to comply with any provisions of the Contract, Council reserves the right to terminate any Standard Agreement or Standing Agreement for the supply of Council spatial data.

23.4 If the Contract is frustrated (ie it is agreed by the Contractor and Council that it is no longer possible to execute the Contract due to circumstances beyond the control of either party), Council will pay the Contractor.

- (a) For the goods/services provided prior to the date of frustration, the amount which would have been payable if the Contract had not been frustrated and the Contractor had made a progress claim on the date of frustration;
- (b) The cost of goods reasonably ordered by the Contractor for the work under the Contract, which the Contractor is legally liable to accept, but only if the goods are in possession of Council and become the property of Council.
- (c) Costs reasonably incurred by the Contractor in the expectation of completing the whole of the Contract and not included in any payment by Council.
- (d) All retention moneys and security;
- (e) The reasonable cost of removal of equipment and plant used in the execution of the Contract, but not forming part of the provision of the goods/services; and
- (f) The reasonable cost of return to their place of recruitment for the Contractor's employees engaged under the Contract at the date of frustration.

24.0 WAIVER

24.1 No rights under the Contract will be deemed to be waived, except where the waiver is in writing and signed by each party. A waiver by either party will not prejudice its rights in respect of any subsequent breach of the Contract by the other party. Any failure by either party to enforce any clause of the Contract or any forbearance, delay or indulgence granted by either party to the other will not be construed as a waiver of the rights under the Contract.

25.0 TITLE TO GOODS

25.1 Where the contract is for the supply of materials, or manufactured items, title to the goods delivered shall pass to Council at the time the goods are removed from the carrier's transportation and received by Council.

25.2 Council will not accept any clause to the contrary submitted by tenderers within their tender or within their Standard Conditions of Sale.

26.0 QUALITY PERFORMANCE

26.1 The materials and workmanship delivered under this contract shall be of a quality that complies with the relevant Australian Standards (where applicable) and Technical Specifications, and any items not complying shall, at the Contractor's expense, be replaced to the satisfaction of the Contract superintendent or his duly appointed representative.

26.2 Documentary evidence shall be produced upon request of the Superintendent or a duly appointed representative to show that the Standard for quality has been complied with.

26.3 During the period of the contract, the Contract Superintendent or a duly appointed representative may from time to time inspect and evaluate work performed and/or audit the quality system for the work performed by the Contractor under this contract. Any deficiencies noted by the evaluator shall be rectified at the Contractor's expense and within the time stipulated by the supervising officer or other authorised Council Officers.

26.4 No requirement to test all items will be necessary where a Contractor has given proof of certification to Standards nominated within the Technical Specifications.

27.0 PACKAGING

27.1 Packaging, labelling and transportation of all goods supplied and in particular poisons, drugs, chemicals, flammables, gases, volatiles, corrosives, explosives and goods of a dangerous nature, must comply with the provisions of the relevant Acts and Regulations, and must be accompanied by relevant Material Safety Data Sheets.

27.2 All packaging must be adequate to protect the products despatched by whatever likely means of transport may be employed.

27.3 Council will not accept, or accept liability for, goods received damaged and all deliveries are received subject to subsequent inspection.

28.0 DELIVERY

28.1 Where available Council may provide staff and equipment to assist in the unloading from transport vehicles at the delivery point, subject to time of delivery, prior duties and commitments of personnel and equipment and/or prior arrangements having been made.

28.2 No delivery shall be made unless the Contractor is in receipt of Councils' official Purchase Order.

28.3 Each delivery shall be accompanied by the Contractor's delivery note appropriately bearing reference to the Purchase Order number.

28.4 Should the Contractor fail to maintain delivery within the stipulated lead time(s) Council reserves the right to cancel the order and obtain the goods/services elsewhere.

29.0 COMMISSIONS AND INCENTIVES

29.1 The supplier will not offer anything to an agent of the Council as an inducement or reward which could in any way tend to influence the person's actions in relation to the arrangement. For the purposes of this condition, "agent" includes the parent, spouse, child or associate of the agent..

29.2 In the event of any breach of the above Clause, Council may terminate the arrangement.

30.0 LICENCE ARRANGEMENTS FOR SPATIAL DATA SUPPLIED BY COUNCIL

30.1 Where the contract requires Council to supply digital spatial data to the contractor, the contractor must undertake to sign a Data Licence Agreement covering the terms and conditions of the data supply .

30.2 Where the contract is a 'once-off' project, the contractor must sign a Standard Data Licence Agreement;.

30.3 Where a Preferred Supplier or is subject to a Standing Arrangement, the contractor must have a valid and current Standing Agreement for the supply of Council data, and undertake to sign an appropriate Attachment covering data supplied as part of the current project or contract.

30.4 The contractor must adhere to all terms and conditions set out in the Standard Agreement or Standing Agreement including Attachments.

30.5 If changes or additions to a Standard Agreement or Standing Agreement are deemed necessary, additions or amendments may be made by mutual agreement, using an appropriate Deed of Variation.

31.0 CONFIDENTIALITY

31.1 All work undertaken as part of the contract, both in its preparation and execution, shall be regarded as confidential and shall not be disclosed to any third party without the prior written approval of Council.

32.0 GOODS AND SERVICES TAX

32.1 Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.

32.2 The Contract Price includes the Council's liability for GST on the supply of the Services. The Council is not obliged to pay any additional amount to the Contractor on account of GST on the supply of the Services.

32.3 The Contractor must ensure that all invoices rendered to the Council under the Contract are in a format that identifies any GST paid, and which permits the Council to claim an input tax credit. However, this Clause 32.3 does not apply if the supply of the Services is not a taxable supply.

33.0 MEDIA RELEASES

33.1 The Contractor must not issue any advertisement, information, publication, document or article for publication concerning the Contract or any activities undertaken in performance of the Contract in any media without the prior written approval of Council. The Contractor must refer to Council any media enquiries concerning the Contract and its performance.

34.0 INVOICING

34.1 The Contractor must submit invoices to the Council on a monthly basis in such format and by such means as shall be advised by Council from time to time, unless otherwise specified in the Special Conditions of Contract. The Council will not have any obligation to pay the Contractor for Services until the Council has been given a correctly rendered invoice.

34.2 A correctly rendered invoice must:

- (a) Be A4 size and mailed to PO Box 141, Tewantin Q 4565; and
- (b) identify the Services the subject of the invoice; and
- (c) specify the title of the Contract; and
- (d) include Council's:
- (e) name and address; and
- (f) purchase order number; and
- (g) specify the Contract number allocated to the Contract by the Council (or any other number as the Council may specify in writing to the Contractor for the purposes of the Contract)(if any); and
- (h) where Services are charged on a time basis, be supported by records of time spent by individual persons on the Services, verified by the Council; and
- (i) specify details of the Order; and
- (j) specify details of the Contract Price requested by the Council; and
- (k) provide sufficient detail to enable the Council to assess progress against targets (if any) set out in the Purchase Order or the Specification; and
- (l) specify the Australian Business Number of the Contractor; and
- (m) specify the name of the Contractor and display the address for payment of the Contractor; and
- (n) specify the date of supply of the Services identified in the invoice; and
- (o) specify the Contractor's own unique invoice number and invoice issue date; and
- (p) specify the Contract Price payable by the Council and particulars of any GST payable in respect of the Contract Price; and
- (q) identify if the invoice has already been paid by credit card; and
- (r) include the words "tax invoice" (if applicable), and
- (s) otherwise comply with the requirements of a tax invoice for the purposes of the GST Act.

34.3 Upon receipt of an invoice, the Council may require the Contractor to provide additional information to assist the Council to determine whether or not an amount is payable.