

**CANTERBURY CITY COUNCIL PURCHASE ORDER TERMS AND CONDITIONS ("Terms and Conditions")**

1. **General:** These are the terms and conditions referred to in the Purchase Order on Page 1. Subject to Clauses 2 and 3 below, these conditions will prevail in any conflict between them and the terms of any offer or acceptance by the Contractor.
2. **Special Conditions:** The Purchase Order conditions include any Special Conditions referred to in the Purchase Order and, if any such Special Conditions are inconsistent with these Standard Conditions, the former will prevail to the extent of the inconsistency.
3. **Existing Contracts and Standing Offers:** Where this Purchase Order is issued under the terms of a Standing Offer or existing contract, the terms of that Standing Offer or existing contract shall prevail. Special Conditions, where utilised, shall take precedence over both the terms of the Standing Offer and an existing Contract.
4. **Price Basis:** The Purchase Order Price is firm subject to any other Special Conditions. Prices shall include all applicable costs and charges, including Goods and Services Tax (GST) where the Contractor is registered for GST.  
  
The Contractor shall issue Canterbury City Council (CCC) with a valid tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999, (the GST Act)*.
5. **Payment of Accounts**  
CCC standard terms of payment are 30 days from acceptance of the Goods and Services and receipt of a correctly rendered invoice. This may be varied where CCC accepts a discount offered by the Contractor for earlier payment.
6. **Performance of the Contract:** The Contractor shall deliver the Goods and provide the Services at the time and place specified in the Purchase Order and Contract. The Contractor shall ensure that the Goods and Services comply with the General Conditions of Contract and Special Conditions of Contract.
7. **Goods:** All Goods shall be new and comply with the highest relevant commercially accepted standards and be fit for purpose.
8. **Provision of Services:** In providing the Services, the Contractor must:
  - (a) Perform the Services at minimum to a standard which would be expected of a competent, experienced and professional contractor in like position to that of the Contractor under this Purchase Order.
  - (b) Accept and implement Canterbury City Council's reasonable directions in relation to the management of the Services.
9. **Assignment/Subcontracting:** The Contractor must obtain the prior written approval of CCC to assign or subcontract the Purchase Order or any part thereof. Approval to assign or subcontract shall not relieve the Contractor from any of its obligations under the Purchase Order or impose any liability upon CCC to an assignee or subcontractor.
10. **Title, Acceptance and Risk:** Title to the Goods vests in CCC on payment by CCC. The risk of any loss or damage to the Goods remains with the Contractor until delivery to or acceptance by CCC whichever is the later.
11. **Indemnity:** The Contractor agrees that it shall at all times indemnify and hold harmless CCC, its officers, employees and agents (those indemnified) against all losses and additional expenses including legal costs and expenses on a solicitor/own client basis, and liabilities reasonably incurred or suffered by those indemnified, caused by any willful, unlawful or negligent act or omission of the Contractor, its officers, employees, agents, or subcontractors in connection with this Purchase Order and which arises from any claim, suit, demand, action or proceeding by any person. The Contractor's duty of indemnity to CCC under this Clause shall be reduced proportionately to the extent that any willful, unlawful or negligent act or omission of CCC, its officers, employees or agents contributed to the loss or liability.
12. **Waiver:** Failure by either party to enforce a provision of the Purchase Order and Contract shall not be construed as in any way affecting the enforceability in any other instance or the enforceability of the Purchase Order as a whole.
13. **Resolution of Disputes:** Both the Contractor and CCC undertake to use all reasonable efforts and to act in good faith to resolve any disputes which may arise between them in connection with this Purchase Order. In the event of an irrevocable breakdown in relations between CCC and the Contractor, the Purchase Order is governed by, and is to be construed in accordance with, the law of the State of New South Wales. (NSW) The parties submit to the exclusive jurisdiction of the courts of NSW and any court hearing appeals from those courts.
14. **Work Health and Safety Obligations:** The Contractor must comply with all relevant obligations set out under the Work Health and Safety Act 2011 (NSW) and any other statutory requirement applicable to ensuring the health and safety of its employees, staff and other personnel related to the provision of the goods and/or services.

- 15. Environmental Obligations:** The Contractor must comply with all relevant obligations set out under the Protection of the Environment Operations Act 1997 (NSW).
- 16. Personal Information Obligations:** The Contractor must ensure that personal information gathered is to be used only for the purpose for which it was gathered, in accordance with the Privacy and Personal Information Protection Act 1998.
- 17. Patents, trademarks, Copyrights and Registered Designs:** The Contractor warrants that the subject of the Purchase Order does not infringe any patent, Trademark, copyright or Registered Design and undertakes to indemnify CCC against all damages, losses or cost suffered by them in respect of any claim made under any patent, trademark, copyright or registered design. Should CCC receive notice of any claim that the subject of the Purchase Order infringes on any patent, trademarks, copyright or registered designs, CCC shall have the right to cancel the Purchase Order and any associated Contract.
- 18. Termination for Contractor Default:** In addition to any other rights or remedies it has at law or in equity or under this Purchase Order, CCC may by notice in writing to the Contractor terminate this Purchase Order with effect from the date in the notice, if the Contractor:
- (a) Commits a breach of this Purchase Order
  - (b) Becomes, or in CCC's reasonable opinion is likely to become, bankrupt, insolvent or otherwise financially unable to fulfil its obligations under this Purchase Order, including becoming subject to external administration
  - (c) Ceases to carry on business
  - (d) Ceases to hold any license, qualification, approval, authority or consent required for the Contractor to comply with its obligations under this Purchase Order (except to the extent that this is outside the Contractor's reasonable control)
  - (e) Assigns any rights under this Purchase Order; or
  - (f) Suffers a change in Control which in CCC's reasonable opinion may adversely affect the Contractor's ability to perform the Service under this Purchase Order.

If this Purchase Order is terminated under this clause:

- (a) Subject to this Purchase Order, the parties are relieved from future performance of this Purchase Order without prejudice to any right of action that has accrued at the date of termination
- (b) Subject to this Purchase Order, all licenses and authorizations granted to the Contractor by CCC under this Purchase Order terminate immediately despite anything to the contrary contained in the relevant license or authorization
- (c) The CCC confidential information, supplies and any other property supplied or given to the Contractor by CCC pursuant to this Purchase Order must be immediately returned to CCC
- (d) CCC is not obliged to make any further payments (including the payment of fees) to the Contractor; and
- (e) The Contractor shall indemnify and hold CCC harmless against any losses, costs and expenses arising out of or in connection with the termination or any breach of this Purchase Order by the Contractor.

**INSTRUCTIONS AND CONDITIONS SET OUT IN THIS PURCHASE ORDER MUST BE OBSERVED, OTHERWISE THE PURCHASE ORDER MAY BE CANCELLED.**  
**GENERAL DELIVERY REQUIREMENTS**

Suitable and adequate packaging is to be used for each material and all materials are to be received in good condition.

**Delivery dockets to show:**

- Quantity, description and name of material
- Correct Canterbury City Council purchase order number
- Delivery docket number and date (separate number of each delivery)

**Invoices:**

- All invoices must be complying Tax Invoices quoting:
  1. Canterbury City Council as the customer and our ABN
  2. The Supplier's ABN
  3. The GST inclusive price of the taxable supply
  4. The date of the tax invoice

**Open/Flat-top Truck Deliveries:**

- to be covered in order to avoid loss or damage during transport unless otherwise specified in the contract or purchase order

**Bagged Deliveries:**

- Each bag to be marked with:
  1. Name of material
  2. Net weight per bag in kilograms
  3. An agreed fixed quantity per pallet and standard palleting pattern on every delivery

**Drummed Deliveries:**

- Side of each drum to be marked with:
  1. Name of material
  2. Name of supplier
  3. Drum deposit and value if applicable
- Side or top of drum to be marked with net weight (or net volume) and if possible tare and gross weight per drum in kilograms

**Pallets:**

- Pallet weight not to exceed 1,200kg per pallet

**Hazardous Materials**

- To be clearly identified. If insufficient warning is shown, goods may be rejected. (All hazardous materials are to be supplied with Material Safety Data Sheets.)

**Safety:**

- All goods supplied must comply with the relevant Australian Standards and have WorkCover NSW approvals where applicable. All goods must be supplied with safety instructions and Material Safety Data Sheets with respect to any chemical product.