

Purchase Order General Conditions

1. INTRODUCTORY ISSUES

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

"the Authorised Officer" 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.

"**this Contract**" means the Contract evidenced by these Conditions or Purchase, the Purchase Order and any other documents to which reference is made in the Purchase Order.

"**the Council**" means Wangaratta Rural City Council;

"**the Creditor**" means the party to which the Purchase Order is addressed;

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

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

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

In this Contract, unless inconsistent with the context, a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa.

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 Creditor.

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

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

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 Creditor.

2. GOODS OR SERVICES

The Creditor must supply the Goods and 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.

The Authorised Officer 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.

If this Contract is terminated under clause 2.2:

2.1.1 the Authorised Officer may either:

(a) accept any Goods; or

(b) direct the removal of any Goods already supplied by the Creditor.

2.1.2 the Creditor must comply with a direction given by the Authorised Officer under clause 2.3.1(b) within any time specified by the Authorised Officer; and

2.1.3 the Council is:

(a) not required to pay for any Services already supplied; and

(b) only required to pay for any goods already supplied which have been accepted by the Authorised Officer under clause 2.3.1(a).

Any goods must be delivered by the Creditor to the place stated in the Purchase Order (unless otherwise stated in the Purchase Order) and unloaded in accordance with any directions given by the Authorised Officer. Any Services must be provided at any place stated in the Purchase Order.

It is a condition of the Council purchase of any Goods that:

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

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

2.1.6 the Goods are of merchantable quality; and

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

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.

The Authorised Officer 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.

The Creditor 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 occupational health and safety legislation.

3. PAYMENTS

If the Creditor complies with its obligations under this Contract, the Council must make the payment or payments specified in the Purchase Order within 30 days of its receipt of a Tax Invoice for any Goods or Services. The Creditor must not forward a Tax Invoice to the Council until all the Goods or Services have been delivered or provided (unless otherwise directed by the Authorised Officer).

4. SUB-CONTRACTING AND ASSIGNMENT

The Creditor must not, except with the written consent of the Authorised Officer, sub-contract or assign the whole or any portion of its rights and obligations 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 repayments under this Contract from the Council.

5. INSURANCE AND INDEMNITY

The Contractor must have and maintain a Public Liability Policy of Insurance, with a cover of not less than \$20 million.

The Contractor and any sub-contractor of the Contractor must, in respect of all their employees, comply with the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* or any other workers' compensation legislation in operation from time to time.

The Creditor 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 Creditor's agents and employees.

6. OTHER BINDING AGREEMENT, DEED OR CONTRACT

Where any other binding agreement, deed or contract is in place, the terms and conditions of that binding agreement, deed or contract will take precedence over these terms appearing in this Purchase Order.