Standard Terms and Conditions of Purchase

1. Definitions

The following words shall, where the context so permits, have the following meaning:

"Authorisations" means any consent, certificate, approval, permit, licence, condition or requirement (as may be updated from time to time) given by a competent authority with jurisdiction in respect of the Supplies.

"Business Days" means a day, other than a Saturday or Sunday, on which the banks in Perth are open for business.

"Government Agency" means any government or governmental, semi-governmental, administrative, public, regulatory or judicial entity, body, department, commission, agency or authority.

"Laws" means any Act, ordinance, regulation, by-law, order, award and proclamation applicable in the jurisdiction where the Supplies are being carried out, as may be updated or replaced from time to time.

"Supplies" means all Goods, Services, and Works including equipment, advice, labour, and installation.

"City" means the City of Stirling.

"Supplier" means the person or business from which the Supplies have been ordered.

"Order" means a Purchase Order, bearing an official order number, transmitted from the City to the Supplier.

"WHS Requirements" means all Laws, codes of practice and directions issued by a Government Agency relating to work health and safety, including the *Work Health and Safety Act 2020* (WA) and the *Work Health and Safety (General) Regulations 2022* (WA).

2. General and Statutory Obligations

These terms and conditions apply to the order for Supplies placed by the City as described in the attached Order, except where a contract exists between the parties in which case the terms and conditions of that contract shall prevail.

The law governing this Order, in its interpretation and any agreement to arbitrate is the law of the jurisdiction of Western Australia and if applicable, the Commonwealth of Australia.

3. Offer and Acceptance of Offer

The Supplier is deemed to have accepted an Order and its terms and conditions if the Supplier notifies the City that the Supplier accepts the Order or delivers the Supplies as described in the Order.

Once an Order is accepted, a binding agreement is formed between the Supplier and City comprised of the Order and these terms and conditions. These terms and conditions take precedence to the extent of any conflict, ambiguity or inconsistency between these terms and conditions and an Order

4. Cancellation and Changes

The City may at any time before delivery change or cancel the Order.

The City will be liable to pay for materials manufactured and supplied in accordance with the Order at the date of cancellation and for costs of materials and other items ordered for which the Supplier is legally bound to pay or to pay for any previously agreed notice period.

5. Inspection, Testing and Acceptance

Acceptance of the Supplies shall not be deemed to have occurred until the City has been given a reasonable opportunity to inspect, test and accept the delivered Supplies.

6. Terms of Payment

The City agrees to pay the Supplier the fees specified in the Order upon delivery of the Supplies specified in the Order, and submission by the Supplier to the City of a payment claim and a tax invoice which comply with relevant Laws. All Supplier's tax invoices must be submitted electronically to the City's central inbox at invoices@stirling.wa.gov.au. Invoices submitted via other channels will not be accepted. Payment shall be made within thirty (30) days of receipt of the Taxable Invoice by the City.

Where the Building and Construction Industry (Security of Payment) Act 2021 (WA) Act is applied, if the City disputes any amount claimed in a payment claim from the Supplier, the City will issue a payment schedule to the Supplier within 15 Business Days of receipt of the payment claim. The payment schedule must (1) be given in writing, (2) identify the payment claim to which it relates, (3) indicate the amount (if any) the City proposes to make (Scheduled Amount), (4) if the City does not propose to make any payment, indicate that this is the case and (5) if the Scheduled Amount is less than the amount claimed or no payment is proposed, indicate (a) why the Scheduled Amount is less or no payment is proposed and (b) if the reason is that the City is withholding payment, the reason why it is withholding payment.

If the City issues a payment schedule, the Supplier will issue to the City a tax invoice for the Scheduled Amount within 2 Business Days of receipt of the relevant payment schedule.

The City will pay the Supplier amounts due to the Supplier in respect of a payment claim within 20 Business Days of receipt of that payment claim.

7. Warranties and Standards

The Supplier warrants to the City that the Supplier holds all Authorisations required to perform its obligations under this Order and that the performance of its obligations under this Order will comply with such Authorisations and all applicable Laws, accepted industry standards, specifications and procedures.

The Supplier further guarantees that all Supplies provided against this Order are of merchantable quality and are fit for the purpose for which they are sold.

The Supplier guarantees the Supplies against all defects arising from faulty materials, workmanship or design for a period of twelve (12) months from the date of acceptance by the City.

Should Supplies be found to be faulty, any defective supplies shall be immediately repaired or replaced at the Supplier's cost, which total cost shall include transport, packaging or any other associated charges.

The Supplies shall be of the qualities, quantities and standards specified in the Order and shall conform to any specifications, plans, drawings, samples and other particulars specified on the Order.

All Supplies provided, where relevant, shall comply with applicable Australian and International Standards.

8. Performance of the Services

If the Supplies are delivered on the City's premises or land which is under the care, control or management of the City, the Supplier shall not interfere with and use their best efforts to minimise disruption to activities of the location, and shall ensure that at the completion of the Supplies, the premises or land is left secure, clean, orderly, and fit for immediate use.

9. Contract Price

The contract price for the Supplies stated in the Order is firm and not subject to rise and fall.

The Supplier is liable for all taxes, duties or government charges relating to the delivery or performance of the Supplies to the nominated delivery point.

10. Time and Delivery

The Supplies shall be provided at the times and places set out in the Order, or as otherwise agreed in writing by the Supplier and City. Time shall be of the essence in all cases.

11. Title and Risk

Title in the Supplies will pass to the City upon payment for the Supplies.

Risk in the Supplies will pass to the City on delivery of the Supplies to the nominated delivery point.

12. Indemnity and Insurance

The Supplier agrees to indemnify the City and its employees against any loss, expenses, demands or liability, whether direct or indirect, arising out of any claim in respect of infringement of intellectual property rights, patent, copyright, registered design, or trademark, by reason of the City's receipt of any Supply, or of any act or omission involving fault on the Supplier's part in relation to the Supplies for this Order.

The Supplier shall for as long as any obligations in connection with the Supplies remains current, maintain appropriate insurance policies including but not limited to Public and Products Liability to the value of twenty million dollars, Work Cover Registration and Professional Indemnity.

The Supplier shall provide copies of certificates of currency for related insurance policies at the City's reasonable request.

13. Intellectual Property

The title to all intellectual property rights or in relation to material created as a result of this Order shall vest in its creation in the City.

The Supplier must ensure that the material is used, copied or reproduced only for the purposes of this Order.

The Supplier warrants that in provision of the Supplies, no intellectual property rights have been infringed.

14. Confidentiality and Conflict of Interest

Except for purposes directly related to this Order, the Supplier must not, without the City's written approval, make public or disclose any confidential information.

The City may impose such terms and conditions as it believes appropriate on any approval.

The City is subject to any Laws in force at any time with respect to disclosure of information and must comply with its obligations under any such Laws.

The Supplier warrants that at the date of the Order, no conflict of interest exists or is likely to arise under its obligations with respect to this Order. If during the fulfilment of this Order, a conflict of interest arises, the Supplier must notify the City immediately in writing.

15. Work Health and Safety (WHS)

The Supplier must comply with all WHS Requirements and any directions of the City regarding health and safety in respect of the Supplies.

The Supplier must ensure, so far as is reasonably practicable, the Supplies are without risks to the health and safety of persons who will use, handle, store, carry out activities in relation to the Supplies or are exposed to the Supplies.

The Supplier must:

(a) carry out, or arrange the carrying out of, any calculations, analysis, testing or examination that may be necessary to ensure the Supplies are without risks to health and safety; or

(b) ensure that the calculations, analysis, testing or examination have been carried out.

The Supplier must provide information to the City in relation to:

(a) the purpose for which the Supplies were designed or manufactured;

(b) the results of any calculations, analysis, testing or examination; and

(c) any condition necessary to ensure that the Supplies are without risk to health and safety when used for a purpose for which it was designed or manufactured.

16. Contractor Onboarding and Management

Where the Supplier is engaged to perform services or works at a City's site, the Supplier must:

(a) register and maintain its registration in the City's contractor management system (OnLocation);

(b) ensure that all employees, subcontractors or other personnel engaged to perform the services and works are registered in OnLocation and complete the City's applicable contractor onboarding requirements, including the City's online WHS induction, before commencing work;

(c) provide all information and supporting documentation reasonably required by the City for registration, onboarding, verification and ongoing contractor management; and

(d) not commence any services or works until all applicable registration, induction, site access and permit requirements have been completed to the City's satisfaction

The Supplier must comply with these requirements at its own cost. Compliance with this requirement does not limit or relieve the Supplier of any obligation or liability under the Order, the WHS Requirements or applicable Laws.

17. Environmental Sustainability

The Supplier shall deliver the Supplies, where possible, in a manner which conserves resources, saves energy, minimises waste, protects the environment, and maintains safety and quality.

18. Termination

In the event of any breach by the Supplier of any of these terms and conditions, the City may, at its option and without prejudice to any of its rights and remedies, cancel all and any undelivered Supplies upon reasonable notice in writing to the Supplier.

19. Force Majeure

No failure or omission to carry out or observe any of the stipulations of this Order and its terms and conditions shall, except as herein expressly provided to the contrary, give rise to any claims against either party or be deemed to be a breach of the agreement, if such failure or omission arises from a cause reasonably beyond the control of either party.

20. Business Ethics

The Supplier must read and ensure its personnel and sub contractors comply with the City of Stirling's Statement of Business Ethics available at www.stirling.wa.gov.au

21. Compliance with Generative Artificial Intelligence Policy

The Supplier shall comply with the City's Generative Artificial Intelligence policy available at

www.stirling.wa.gov.au while performing any works under this contract. This includes, but is not limited to, ensuring that all AI-generated content and tools used adhere to the guidelines and standards set forth in the policy. The Supplier shall not use any OpenAI platforms when performing any works under this agreement.

22. Invoice and Superannuation Requirements for Independent Contractors

If the Supplier's ABN is registered for a Sole Trader or an Independent Contractor, please provide an invoice detailing separately the labour charges from the materials component for both you and any apprentices (if aged above 18 years). Calculate GST on the total invoice amount as usual. Additionally, please provide the Superannuation standard choice form and a compliance letter from your Superannuation Fund so the City can make superannuation payments for those that are eligible. To see if you are eligible please visit: "Super for independent contractors | Australian Taxation Office"

23. Supplier Payment Details Verification

For the purposes of protecting against Supplier payment fraud, the City uses an independent third-party verification platform to verify Supplier business and banking details. The Supplier consents to its business details being securely verified through this third party verification platform to confirm their accuracy and legitimacy, in accordance with the information published on the City's website under the section "Doing Business with the City".

The Supplier must provide accurate, complete, and up to date information for verification, including but not limited to the following details:

- Australian Business Number (ABN)
- Registered company or business name
- Contact information
- Bank account details for payment purposes
- Goods and Services Tax (GST) registration status

The Supplier acknowledges and agrees that payment processing may be suspended or delayed until verification is successfully completed. The City will not be liable for any loss, cost, or delays arising from or in connection with inaccurate, incomplete or outdated information provided by the Supplier, or the Supplier's failure to complete the verification process in a timely manner.