

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS OR SERVICES

The City of Cockburn (**the City**) requires that (**the Supplier**) supply the City with the goods ("**the Goods**") and/or services ("**the Services**") specified in the City's purchase order ("**the Purchase Order**") and the Supplier has agreed to provide the Goods and/or Services on the following Terms and Conditions:

1. Issue and Acceptance of Purchase Order

- 1.1 The Purchase Order is the City's offer to the Supplier for the Supplier to supply the Goods and/or Services described in the Purchase Order to the City on the terms and conditions contained herein. Acceptance of the Purchase Order by the Supplier shall constitute a binding contract between the City and the Supplier to supply the Goods and/or Services specified in the Purchase Order on the terms and conditions contained herein (this "**Agreement**").
- 1.2 This Agreement is the entire agreement between the Parties relating to its subject matter.
- 1.3 The Supplier shall not provide the Goods and/or the Services to the City without obtaining a numbered Purchase Order from the City.
- 1.4 The Supplier must ensure that the Purchase Order number is clearly marked on all delivery dockets, bills of lading, packages, invoices and other documents and correspondence relating to the supply of the Goods and/or the Services.
- 1.5 If the Supplier is unwilling or unable to accept the offer made by the City in the Purchase Order under the terms and conditions specified herein, the Supplier shall immediately contact the City and advise in writing of any variations it requires to be made for the acceptance or rejection in writing by the City. The City shall be under no obligation to amend or replace the Purchase Order as requested by the Supplier.

If the Supplier proceeds with the manufacture and/or supply of the Goods and/or Services without first requesting or receiving the City's written acceptance of variations proposed by the Supplier, then the Supplier is deemed to have accepted the terms and conditions contained herein and the terms of the Purchase Order.

No addition to or modification of this Agreement will bind either of the parties unless it is made in writing and signed by both of them.

2. Warranties

- 2.1 The Supplier warrants that the Goods:
 - (a) shall be of merchantable quality;
 - (b) shall be manufactured and delivered strictly in accordance with any drawings, specifications and other instructions of the City given for the purpose of this Agreement;
 - (c) shall be free from defects in design, materials and workmanship and shall continue to be so for at least 12 months after the delivery date;
 - (d) shall be fully capable of the intended use for which they are put;
 - (e) do not and will not infringe the intellectual property rights of any third party;
 - (f) shall comply with the requirements of any relevant statutes, regulations or legally applicable standards;
 - (g) shall be new on delivery to the City; and
 - (f) shall be in accordance with and shall perform in accordance with the Supplier's technical specifications.
- 2.2 In addition to the provisions of clause 2.1, the Supplier warrants that the Services:
 - (a) shall be performed in accordance with this Agreement;
 - (b) shall be of merchantable quality;
 - (c) do not and will not infringe the intellectual property rights of any third party;
 - (d) that it has obtained and maintained with all licences, permissions, authorisations, consents and permits needed to

manufacture and/or supply the Goods and Services in accordance with the terms of this Agreement; and

- (e) shall comply with the requirements of any relevant statutes, regulations, legally applicable standards and all applicable generally accepted industry standards and practices.
- 2.3 Without limiting any other provision of this Agreement, (including this clause 2 or any other provision conferring rights or remedies on the City):
 - (a) the Supplier agrees to provide the City the manufacturer's warranty applicable to the Goods;
 - (b) the Supplier must produce written evidence of the assignment to the City of the manufacturer's warranty in respect of the Goods, or such other evidence sufficient to satisfy the City that it is legally entitled to the benefit of that manufacturer's warranty.
- 2.4 The City relies on the Supplier's skill and judgment. The Supplier undertakes to advise the City whenever the Supplier believes that compliance with a specification of the City would render the Goods and/or Services unsuitable for the City's requirements.
- 2.5 All Goods and/or Services delivered or performed by the Supplier shall be subject to acceptance testing by the City for a period of 2 weeks and any Goods and/or Services tendered, offered or delivered which, in the opinion of the City, do not comply with this Agreement may be rejected by notice in writing to the Supplier. . The City may require the Supplier to refund any purchase price paid by the City for the Goods and/or Services and recompense the City for any loss suffered by the City in respect of such replacement Goods and/or Services.
- 2.6 The City may undertake such acceptance testing in respect of the Goods and/ or Services as it thinks fit.
- 2.7 (a) Any Goods rejected by the City pursuant to clause 2.5 must be removed by and at the expense of the Supplier as soon as practicable after notice is given to the Supplier of their rejection. If the rejected Goods are not removed within that time, the City may either return them to the Supplier at the Supplier's expense in all respects, or store them at the Supplier's expense in all respects. The City will not be liable for any damage to or loss of the Goods whilst they are in transit to the Supplier, or whilst they are in storage;
- (b) The City will generate a further Purchase Order if and when it wishes the Supplier to provide replacement Goods and/or Services for any Goods and/or Services rejected pursuant to clause 2.5. The Supplier must not replace any Goods and/or Services rejected by the City unless the Supplier has received a Purchase Order for the replacement Goods and/or Services. In the event that the City issues such a purchase order for replacement Goods and/or Services then such purchase order is issued (and the replacement Goods and/or Services are supplied) without prejudice to any right or remedy that the City has by reason of the rejected Goods and/or Services failing to comply with this Agreement (c) Goods and/or Services (or any portion thereof) or replacement Goods and/or Services which have been rejected must not be offered again for acceptance under this Agreement; and
- (c) If the City rejects any Goods and/or Services then it shall be under no obligation to pay for them and nothing shall prevent the City from sourcing comparable Goods and/or Services from a third party.
- 2.8 The City's acceptance of the Goods and/or the Services shall be without prejudice to any rights or remedies the City may have arising from any breach by the Supplier of this Agreement. If the City does not reject any Goods and/or Services, it shall not be taken to have agreed in any way that the Goods and/or Services are of merchantable quality and are not free from any form of defect.

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2.9 The Supplier must not replace any Goods and/or Services rejected by the City under this Agreement unless a new Purchase Order is generated in accordance with clause 2.7(b).

3. Price and Payment

3.1 The price payable for the Goods and/or Services shall be that specified on the Purchase Order for the date of delivery of the Goods or the date of commencement of the performance of any Services, unless such price is subject to alteration in accordance with a written agreement setting out a formula agreed in writing by the parties.

3.2 The price set out in the Purchase Order is all-inclusive and is the total amount payable by the City (subject to this Agreement) under this Agreement and (without limitation) includes all taxes, duties, charges, levies and fees payable on or in respect of the Goods and the Services. The City shall not be liable for additional costs or charges or an increase in price unless accepted by it in writing (in its total discretion) prior to the specified delivery date of the Goods or prior to the specified commencement date of any Services involving such increased cost or charges or price.

3.3 The price specified in the Purchase Order shall include all packaging, storage, handling and delivery charges.

3.4 The Supplier must furnish the City with an invoice which complies with the "A New Tax System (Goods and Services Tax) Act 1999" (and any legislation substituted for, replacing or amending that Act):

(a) For Services – Monthly in arrears specifying the City's Purchase Order number, setting out the amount the Supplier asserts is payable by the City, and the basis for its calculation.

(b) For Goods -

- (i) in respect of each consignment of Goods delivered;
- (ii) as soon as practicable after and in any event within seven (7) days of each delivery of the Goods; and
- (iii) specifying the City's Purchase Order number, the amount due to the Supplier, the date of delivery of the Goods to which the invoice relates, a description (including the quantity) of the Goods delivered (by item if applicable) and the Supplier's address for payment.

3.5 Unless otherwise agreed between the Supplier and the City in writing, amounts payable by the City pursuant to an invoice rendered in accordance with this Agreement shall be paid by the City no later than thirty (30) days from the date of invoice provided that the Goods and/or Services have been accepted by the City and that the Supplier has complied with this Agreement in all respects. The City's accounts payable section must receive all invoices in a timely manner after the supply and/or completion of the works in order for payment to be made in accordance with this clause. In the event that the City has a bona fide dispute in relation to the contents of any invoice issued by the Supplier then the City shall bring notice of such dispute to the attention of the Supplier within fourteen (14) days of receipt of the invoice. The City shall not be required to pay the invoice until the parties have reached agreement in relation to the dispute or until the Supplier shall have obtained a judgment against the City in respect of that amount (whichever occurs first).

In addition, the City may withhold payment of the amount charged for Services performed, or any instalment of that amount, if the Supplier's performance of the Services is unsatisfactory, or if the Supplier is in breach of this Agreement.

3.6 The tax invoice provided by the Supplier pursuant to this Agreement shall show the GST component charged by the Supplier as a separate amount.

3.7 If the Supplier does not provide its Australian Business Number (ABN) or has provided in lieu of an ABN a Statement by the Supplier, on any invoice issued pursuant to this Agreement, then the City may withhold 49% of the payment and remit it to the Australian Tax Office (ATO) as required by legislation.

3.8 The City shall pay the Supplier by Electronic Funds Transfer.

3.9 The City's preferred method of lodgement of any invoice is electronically by email to the following email address: supplierinvoice@cockburn.wa.gov.au.

Alternatively, invoices shall be mailed to the following address: City of Cockburn, Attention: Accounts Payable, PO Box 1215, Bibra Lake DC WA 6965.

Under no circumstances shall the Supplier attach an invoice(s) to the Goods being delivered nor hand deliver, fax, email or mail any invoice(s) to any other business / service unit than the City of Cockburn Accounts Payable service unit. Failure to comply with these requirements may result in the possible loss or misplacement of an invoice(s) and the subsequent delay in the payment of the account(s) for which the City shall not be deemed liable. No late payment penalty shall apply.

4. Delivery

4.1 The Goods shall be delivered on the date specified in the Purchase Order (the "Delivery Date"). The City may require that all Goods ordered for a specified Delivery Date is delivered at the same time or it may accept delivery in part from time to time such acceptance to be completely within the City's discretion.

The Supplier must perform the Services for the City by no later than the date specified in the Purchase Order.

4.2 Subject to clause 5.2 and subject to the City's right to reject any defective Goods or Services, title shall pass to the City on delivery or its agent at the nominated place of delivery. The Goods will be deemed to have been delivered only when they have been delivered and unloaded at the nominated delivery point in accordance with the requirements of this Agreement.

4.3 The Supplier shall pack the Goods to ensure that no loss or damage results from weather or transportation.

The City shall specify the method of delivery required at the time of placing of the Purchase Order. Where the Supplier arranges transportation of the Goods, (regardless of whether the carrier is nominated by the City or not), risk remains with the Supplier until the Goods are delivered to the nominated place of delivery.

5. Timeliness

5.1 Time is of the essence in the performance of the obligations under this Agreement. Subject to clause 5.4, the Supplier acknowledges that the City may reject part or all of any shipment of Goods received outside the Delivery Date and charge the Supplier with any loss or expense sustained as a result of the Supplier's failure to deliver as agreed. Without prejudice to the foregoing, if any circumstances arise which may delay the delivery of the Goods, the Supplier shall immediately notify the City of the circumstances and propose a revised Delivery Date which the City may elect to agree or not agree to, at its own discretion. The exercise by the City of its rights under this clause shall be without prejudice to any claim for damages or other rights it may have against the Supplier.

5.2 The Supplier acknowledges that the City may reject any Goods if the Supplier does not provide the Goods within the date specified on the Purchase Order and the City shall not be liable to pay for any Goods which are delivered outside of the Delivery Date (unless each of the parties have agreed in writing to extend the date). Any Goods rejected by the City pursuant to clause 2.5 must be removed by and at the expense of the Supplier as soon as practicable after notice is given to the Supplier of their rejection.

5.3 The Supplier acknowledges that the City may reject any Services if the Supplier does not provide the Services within the date specified on the Purchase Order and the City shall not be liable to pay for any Services which are delivered outside of the Delivery Date (unless each of the parties have agreed in writing to extend the date). The City may make good or engage another contractor to make good the Services whereupon the contract price payable shall be reduced by the extra costs the City incurs as a result of making good those Services.

5.4 The Supplier must not replace any Goods and/or Services rejected by the City under this Agreement unless a new Purchase Order is generated in accordance with clause 2.7(b).

5.5 The City shall not reject any Goods and/or Services delivered outside the Delivery Date in circumstances where the inability of the Supplier to deliver on that date is solely due to the City's inability to grant access to the delivery site.

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6. Inspection

- 6.1 On request and after being given reasonable notice, the Supplier shall arrange for the City's representative to have access to the premises or processes of the Supplier (or any of the Supplier's sub-contractors which the City has permitted to undertake works pursuant to this Agreement) for the purposes of inspecting any materials, Services, work in progress or finished Goods being supplied to or manufactured for the City.
- 6.2 Such inspection shall not be deemed to be acceptance by the City of quality or fitness for purpose of the materials, work, Services or Goods inspected or affect any obligation of the Supplier under this Agreement.
- 6.3 When carrying out any inspection, the City shall comply with all internal procedures and policies of the Supplier which are notified to it in writing relating to the health and safety of the work place of the Supplier.

7. Indemnities

- 7.1 The Supplier shall indemnify and keep indemnified the City from and against any liabilities, damages, remedies, losses, penalties, fines, costs, expenses (including reasonable legal fees and expenses), demands, claims and proceedings of any nature incurred by the City and arising directly or indirectly out of or in connection with:
- (a) any claim or suit for alleged infringement of patents or copyright relating to any use or sale of Goods or Services hereunder and will assume the defence of any and all such suits and will pay all costs and expenses incidental thereto;
 - (b) the failure of the Goods or Services to conform to or fulfil any term or condition of this Agreement; or
 - (c) the Supplier's performance or non-performance (including the performance or non-performance of any of the Supplier's employees, contractors or agents) of this Agreement including claims for personal injuries, death and property loss or damage and the claims or liens of workmen or suppliers of Goods, except where such injury, death, damage or loss arises solely from the wilful misconduct of the City or the City's employees or agents.

8. Notices

Any notice in connection with this Agreement shall be deemed to be sufficiently given if sent by facsimile to the facsimile number provided by each party for that purpose or delivered to either party personally or by forwarding the same to either party by pre-paid letter post, or addressed to or delivered at the registered office of the relevant party. E-mail notifications will be valid if they can be demonstrated to the satisfaction of the City to be reliable, accurate and authentic.

9. Site Work

- 9.1 Where the Supplier, its employees, contractors or agents:
- (a) provides work in connection with the installation or fitting of the Goods,
 - (b) perform Services, or
 - (c) where the Supplier, its employees, contractors or agents enter upon the City's premises, in each case, the Supplier shall, and shall procure that its employees, agents and contractors shall:
 - (i) perform all work in a proper and workmanlike manner and in strict accordance with any drawings, specifications and instructions;
 - (ii) perform all work so as not to impede, or interfere with any activities being carried out on the City's premises;
 - (iii) comply with the City's safety regulations, relevant Australian Standards and the City's directions, and orders in regard thereto;
 - (iv) provide at their own expense (except where otherwise specified) all labour, tools, equipment and material necessary to complete the work;
 - (v) enter upon the City's premises at their own risk; and

- (vi) carry out all inductions required by the City (whether online or site specific).

10. Defects Liability Period

- 10.1 For Purchase Orders for the supply and installation of Goods and/or the supply of Services, the Supplier, at its cost, if required to do so by the City, shall rectify any omission or defect in the Goods and/or the Services under this Agreement existing at the date of completion or which becomes apparent prior to the expiration of the period of one year following delivery of the Goods and/or Services (**the Defects Liability Period**).
- 10.2 If the work of rectification is not commenced or completed as required by the City, the City may have the work of rectification carried out at the Supplier's expense (but without prejudice to any other rights the City may have), and the cost of rectification incurred by the City shall be a debt due from the Supplier. The City may set-off the amount of that debt due against any future obligations to pay money to the Supplier.
- 10.3 Where the Contractor has made good any defective Goods or Service under this clause 10, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services, from the date the Supplier made good the defective Goods or Services (as applicable).

11. Insurance

- 11.1 The Supplier warrants that it has obtained and maintains throughout the duration of this Agreement (including any Defects Liability Period) all applicable insurance cover(s) required by Australian law (Municipal, State and Commonwealth) and by this agreement including but not limited to the following:
- (a) Goods in transit
 - Transit and Material Damage Insurance for the Goods' purchase value (including freight and other charges), up until title and risk in the Goods pass to the City; and
 - (b) Site works;
 - (i) Public and Products Liability Insurance with a minimum limit of not less than ten (10) million dollars (\$10,000,000) for any one occurrence;
 - (ii) Workers Compensation and Employers Liability Insurance in accordance with the law of the State in which the work is performed. Such insurance shall be unlimited in respect to common law liability; and
 - (iii) Motor Vehicle Third Party Injury and Property Damage with a minimum limit of not less than ten (10) million dollars (\$10,000,000) for any one occurrence.
- 11.2 Where this Agreement includes the provision of Services such insurances shall include:
- (a) a Cross Liability clause noting the City for its rights and interests;
 - (b) a Principal's Indemnity clause noting the City as Principal; and
 - (c) a waiver of subrogation in favour of the City.
- 11.3 Where such Services referred to in clause 11.2 include the giving of professional advice or instruction, design, formula or specification, the Supplier shall effect Professional Indemnity insurance with a minimum cover of not less than one (1) million dollars (\$1,000,000) for any one claim.
- 11.4 As and when requested by the City, the Supplier shall provide copies of the policies of insurance (Certificates of Currency) the Supplier is required to effect and evidence to the City's satisfaction of their currency.
- 11.5 If the Supplier fails to effect or maintain any such insurance as specified above, the City may effect or maintain such insurance and recover from the Supplier as a debt or set off against any amount payable to the Supplier, any premium so paid by the City.
- 11.6 If the City permits the Supplier to subcontract the provision of any Goods and/or Services, then the Supplier shall ensure that any relevant subcontractor shall obtain and maintain insurances which comply with the requirements of this clause.

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12. Termination

- 12.1 Without prejudice to any other rights and remedies it has under this Agreement or otherwise, and subject to the obligations of the parties to first negotiate in good faith if a Force Majeure Event occurs under clause 15, the City may, at any time, by giving not less than 30 days written notice to the Supplier, terminate the Contract.
- 12.2 The City may, without prejudice to any other rights or remedies hereunder, forthwith terminate this Agreement by notice in writing if the Supplier:
- is in default of any term or condition of this Agreement
 - stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
 - is insolvent within the meaning of the Bankruptcy Act 1966 or the Corporations Act 2001;
 - must be presumed by a court to be insolvent by reason of the Bankruptcy Act 1966 or the Corporations Act 2001;
 - has an administrator appointed over all or any of its assets or undertaking;
 - has a controller within the meaning of section 9 of the Corporations Act 2001 (Cth) or similar officer appointed to all or any of its assets or undertaking; or
 - has an application or order made, proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its bankruptcy, winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them and any such application, order or proceeding is not withdrawn within twenty-one (21) days.
- 12.3 If this Agreement is terminated for any reason and the Goods to be supplied under this Agreement are of standard stock of the Supplier, then the City may cancel any Purchase Order so far as it relates to any unshipped or undelivered portion of Goods without further obligation hereunder, except payment (subject to the other terms hereof) for the Goods shipped or delivered prior to termination.
- 12.4 If this Agreement is terminated for any reason and the Goods or Services to be manufactured to the City's Purchase Order specifies or requires the Supplier to install or fit Goods, then at any time prior to completion of the Services/delivery of the Goods, unless the City expressly agrees otherwise in writing, the Supplier shall stop all work hereunder and the obligations of and only obligation of the City in relation to those unperformed Goods and/or Services shall be limited to an amount equal to:
- the completed pro-rata amount of the contract price specified in the Purchase Order; and
 - five percent (5%) of the amount calculated in (a).
- The amount described in paragraph (a) shall be agreed (in writing) by both parties and shall reflect the amount completed or committed at the date of termination provided that at such date the Supplier is not in breach of any of these terms or conditions, and provided further that such amount shall not exceed the total contract price under the Purchase Order nor provide for any amount for anticipated profit for performance not rendered or for any amount for consequential loss or damage.
- 12.5 Termination of this Agreement does not affect any accrued rights or remedies of either party.

13. Sourcing alternative Good or Services

- 13.1 If the City terminates this Agreement for cause under clause 12.3 and acquires the Goods and/or Services (or their nearest reasonably available substitute) from a third party(s) then any additional cost to the City of acquiring substitute Goods and/or Services from a third party will be an amount due by the Supplier to the City immediately upon the City making demand for that amount. The City may set-off the amount of that debt due against any future obligations to pay money to the Supplier.

14. Intellectual Property Rights

- 14.1 Where this Agreement includes the provision of Services involving the preparation or provision of any design, formula, specification or drawings, the Supplier agrees to assign to the City absolutely:
- the copyright subsisting in any work created by the Supplier or any of its employees, agents or contractors in the course of the Services and which is the subject of copyright; and
 - all rights in respect of any practice, concept, product, and process design the Supplier or any of its employees, agents or contractors creates, develops, discovers or first reduces to practice in the course of the Services and in respect of which intellectual property rights are capable of being protected or registered.
- The Supplier agrees to sign all documents and do all acts and things necessary to ensure that legal ownership of copyright and other intellectual property rights vests in the City.
- 14.2 Any design, formula, specification, drawings or other documents or information made available by the City for use by the Supplier for the purposes of this Agreement always remains the property of the City. This Agreement does not give the Supplier any right, title or interest in the City's documents or information and the Supplier must use the City's documents and information solely for the purpose of providing the Goods and/or Services to the City under the terms of this Agreement.

15. Force Majeure

- 15.1 In this Agreement, a "Force Majeure Event" means any of the following circumstances not in a party's reasonable control (**Affected Party**), which could not have been prevented, overcome or remedied (including by the payment of reasonable sums of money) by the exercise by the Affected Party of a standard of foresight, care and diligence consistent with that of a prudent and competent person under those circumstances:
- acts of God, flood, drought, earthquake or other natural disaster;
 - epidemic or pandemic;
 - a general strike or industrial action of Western Australia of wide application, which did not arise at the Supplier's premises and was not caused by the Supplier;
 - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; or
 - nuclear, chemical or biological contamination, or sonic boom.
- 15.2 The Affected Party will use all reasonable endeavours to avoid or remove the circumstances constituting the Force Majeure Event and to mitigate the effect of the Force Majeure Event, provided that in relation to strikes, no party shall be obliged to pay undue amounts or accept commercially unreasonable terms in order to settle the relevant strike.
- 15.3 A party that becomes aware of any matter likely to constitute Force Majeure Event affecting its obligations will as soon as practicable give notice (**Notice**) of that fact, and of all relevant particulars, to the other party and the parties will consult in good faith for a period of not less than 2 weeks to assess the Force Majeure Event and possible ways in which the Force Majeure Event might be avoided or its affect mitigated; and
- if the parties are not able to reach agreement acceptable to both of them within the 2 week period then the City may exercise its right to terminate this Agreement without cause and/or source comparable Goods and/or Services from a third party; and
 - if the parties are able to reach an acceptable agreement within the 2 week period (or such longer period as the parties may agree in the circumstances) then for the duration of the Force Majeure Event, the rights and obligations of the parties under this Agreement shall be suspended in whole or in part to the extent that the ability of the Affected Party to perform any of its relevant obligations under this Agreement is materially and adversely affected by the Force Majeure Event.

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(c) Any agreed suspension of obligations under this clause will not affect any rights or obligations which may have accrued prior to such suspension.

15.4 The Affected Party will as soon as practicable give notice to the other party of the end of each Force Majeure Event the subject of a Notice and must (at any time prior to the other party exercising a right to terminate the Agreement), resume performance of any obligation suspended as a result of it as soon as reasonably possible after the end of that Force Majeure Event.

16. Sustainability and Anti Modern Slavery

16.1 The City is committed to operating in a sustainable manner. As such, the City requires that the environment, social and economic impacts of Goods and Services are considered for all items designed, supplied and constructed for the City. All items shall be in accordance with all relevant legal requirements including but not limited to the WA Environmental Protection Act 1986 Part 5, Australian Standards and Industry Codes of Practice and the City's Safety, Health and Environment Policy and Code of Business Conduct.

16.2 The City requires that its Suppliers to prohibit any use of child, forced, bonded, indentured or involuntary labour, and embrace employment practices consistent with ILO Conventions pertaining to forced labour. All work, including overtime work, must be voluntary and workers should be free to leave upon reasonable notice. The Supplier must not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment. In performing its obligations under this Agreement, the Supplier will:

- (a) comply with the Modern Slavery Act 2018 (Cth); and
- (b) take reasonable steps to ensure that there is no modern slavery or human trafficking in the Supplier's supply chains or in any part of its business.

16.3 The Supplier will provide such reporting and other information as may reasonably be required by the City to enable the City to comply with its own obligations under the *Modern Slavery Act 2018 (Cth)*.

16.4 The Supplier confirms that, having made reasonable enquiries, to the best of its knowledge, neither the Supplier nor any of its officers, employees, contractors or other persons associated with it.

- (a) have been convicted of any offence involving slavery and human trafficking; and
- (b) have been or is the subject of any investigation, inquiry or enforcement proceedings by any government agency regarding any offence or alleged offence of or in connection with slavery and human trafficking.

17. Confidentiality and privacy

17.1 The parties acknowledge that they may receive confidential information from each other in connection with this Agreement. The recipient may only use the confidential information of the party disclosing that information for the purposes of performing their obligations or exercising their rights under this Agreement and must not disclose it to any person other than to its employees, contractors or agents for the purposes of performing their obligations under this Agreement.

17.2 Without limiting any other provision of this Agreement, the Supplier must comply with the Privacy Act 1988 (Cth) (Privacy Act) and all other relevant laws, regulations and internal policies of the City which it is made aware of in relation to any personal information (as defined in the Privacy Act) collected by or disclosed by or reasonably accessible to the Supplier under this Agreement.

17.3 For the avoidance of doubt;

(i) the Supplier remains solely responsible for ensuring that any personal information (as defined in the Privacy Act) collected by it is done in compliance with the Privacy Act.

(ii) the Supplier remains solely responsible for ensuring that all its employees, contractors or agents providing Services to the City have provided consent to the collection of their personal information (as defined in the Privacy Act) in compliance with the Privacy Act.

18. General

18.1 This Agreement is confidential to the City and neither its terms nor any particulars or any information relating to it may be published or disclosed to any third party by the Supplier (except to the extent necessary for the purposes of this Agreement or as required by law) without the City's prior written consent. This obligation of confidentiality shall survive the termination of this Agreement.

18.2 This Agreement shall be governed by and construed according to the laws of Western Australia and the parties shall submit to the jurisdiction of the Courts of Western Australia.

18.3 A party will effectively waive its rights under this Agreement only if it waives those rights in writing signed by that party.

18.4 The Supplier shall not directly or indirectly sub-contract or assign this Agreement or any of its rights or obligations under this Agreement or any part of this Agreement without obtaining the City's prior written consent which may be granted unconditionally or upon such conditions as the City thinks fit and may be withheld by the City in its absolute discretion.

The appointment of subcontractors by the Supplier shall not relieve the Supplier from any liability or obligation under this Agreement. The Supplier shall be liable for the acts and omissions of subcontractors and employees, officers, agents and contractors of subcontractors as if they were acts and omissions of the Supplier. The Supplier shall ensure that its subcontractors comply with the terms of this Agreement. Any subcontractor appointed shall be a "contractor" of the Supplier for the purposes of this Agreement.

18.5 The Supplier performs all work hereunder as an independent contractor and not as an agent or employee of the City.

18.6 These are standard terms and conditions attached to each Purchase Order. If a written Supply Contract exists between the City and the Supplier for supply of the goods and/or services listed on the Purchase Order is order, the terms and conditions of the Supply Contract shall take precedence over these terms and conditions to the extent of any inconsistency.

18.7 The Supplier will maintain a true and correct set of records in connection with the supply of any Goods and/or Services and all related matters for a period of not less than Twenty Four (24) months after the date of completion.

18.8 The Supplier shall conform with the provisions of all laws, regulations and all relevant generally accepted industry standards and practices in any way affecting or applicable to the manufacture and/or supply of the Goods and shall obtain all permits and licences and give all notices required to be given and shall pay all fees, deposits and taxes in connection therewith.

18.9 If the City is restructured by Law, then the rights and obligations of the City under the Contract are assigned to and assumed by the appropriate legal entity as determined by the City or the successors of the City under the restructure.

18.10 If a provision of this Agreement is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this Agreement. The remaining provisions of this Agreement remain in full force and effect.