which make up the Contract, then the following will

(**protection**) must protect people and property,

(f)

document incorporated by reference);

purpose disclosed by the Customer;

the Schedules to the Details (excluding any

(b)

fit for their usual purpose and any other

are of a high quality, professional standard and

the contract departures section of the Details;

(a)

(**standards**) must ensure that all Deliverables

(e)

prevail in descending order of precedence:

specified in the Details (if any);

(c)

meet or exceed the performance measures

If there is any inconsistency between the documents

the Deliverables meet, the Requirements, and

(**Requirements**) must meet, and ensure that

(d)

**Hierarchy**

**1.3**

accordance with the Contract and all Laws;

services-templates (terms and conditions).

(**Deliverables**) must provide the Deliverables in

(c)

**Non exclusivity**

policies relevant to the Supplier’s obligations

Requirements. If the Customer introduces new

same as or similar to the Deliverables.

all other Customer policies listed in the

provide goods, services and other deliverables the

and safety policies applicable to the Site, and

Customer may engage other suppliers to (or itself)

Inputs, all Site policies and workplace health

Unless expressly stated otherwise in the Details, the

Customer’s Personnel or use of the Customer

procedures which apply to the Site or the

https://www.qld.gov.au/gov/general-goods-and-

**2**

policies, codes of conduct, rules, standards and

(**policies**) must comply with all Customer

(g)

any document incorporated by reference.

(e)

unreasonable noise and disturbance;

section of the Details);

people and vehicles, and prevent nuisance and

the Details (excluding the contract departures

(d)

avoid unnecessary interference with passage of

the General Contract Conditions

**3**

**4**

writing; or

exercise any extension option.

the Customer accepts the Supplier’s offer in

(a)

The Customer must give notice of its intention to

the Supplier on the earlier of the date when:

including any extension options which are exercised.

A Contract will be formed between the Customer and

continues for the period set out in the Details,

The Contract starts on the start date in the Details and

**When Contract is formed**

**1.1**

**Term**

**Supplier to provide Deliverables**

**The Contract**

**1**

These General Contract Conditions are designed to be used in connection with the Contract Details.

**For general goods and services**

**General Contract Conditions**

This Contract may consist of a number of counterparts

Contract and are available online at

date;

The definitions and rules of interpretation apply to this

believes it will not be able to meet any due

(**delay**) will promptly notify the Customer if it

(b)

**Interpretation**

**1.2**

other obligations promptly;

one document.

Details or otherwise agreed, and perform all

and if so, the counterparts taken together constitute

(**time**) must meet all due dates specified in the

(a)

The Supplier:

Conditions.

Contract is formed in accordance with the SOA

**Supplier general obligations**

**5**

if the Contract is formed under an SOA, the

(c)

Deliverables. The Supplier accepts the appointment.

Details; or

The Customer appoints the Supplier to provide the

have signed the appropriate section of the

the authorised representatives of both parties

(b)

enable the Customer to verify that the Supplier

Customer reasonable access to the Supplier’s

access to records on reasonable request;

premises where the Deliverables are being

performed or produced, and to Supplier

(n)

(**insurance**) must at its cost, take out and

documentation, records and Personnel, to

maintain the insurances described in the Details

The Supplier will give the Customer reasonable

with an insurer authorised and licensed to

is complying with its obligations under the

operate in Australia, on reasonable commercial

Contract, and will promptly address any non-

terms. The Supplier must promptly notify the

compliances identified by the Customer and

Customer if any policy is cancelled or there is

(**records**) must create and maintain records of

that use of the Deliverables by the Customer as

Contract, and all its Personnel performing

contemplated in the Contract will comply with all

duties in relation to this Contract are competent

Laws;

and have the necessary skills and expertise to

properly perform the duties allocated to them

(m)

notified to the Supplier.

concerning this Contract; and

its performance of this Contract in accordance

(u)

(**access and inspection**) on reasonable prior

with usual industry practice for provision of

goods and services similar to the Deliverables.

written notice from the Customer, must give the

other licences, permits, permissions and

responsible for the Customer’s cost of doing so;

and of recent origin;

(o)

(**authorisations**) must obtain and maintain the

(b)

(**test**) the Supplier must inspect and test all

authorisations described in the Details and any

Goods and other Deliverables that will be

(**condition**) all Goods must be new, unused

delivered in a material form to ensure that they

authorities necessary for the Supplier to

comply with the Requirements, before delivery;

perform the Contract. The Supplier must

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The following terms and conditions apply to the supply

any significant change in any of those policies.

The Supplier must maintain run-off insurance

**6**

**Terms and conditions specific to**

for a minimum period of 6 years after the

**Goods and Deliverables**

Contract ends, for all insurance policies which

are maintained on a “claims made” basis. The

skills and expertise to properly perform the

Supplier must provide a certificate of currency

of Goods and to Deliverables which the Supplier

for each policy. If the Supplier does not take out

develops or creates in performing the Services:

or maintain these policies, the Customer may

take out those policies and the Supplier will be

(a)

must meet all additional conditions specified in

security to guarantee the proper performance of

Supplier’s performance of the Contract;

the Supplier’s obligations under the Contract.

The security must be in a format acceptable to

(i)

(**Customer Inputs**) must take care of Customer

the Customer acting reasonably. The security

Inputs, and only use Customer Inputs for the

directions of the Customer in relation to the

purpose of performing the Contract, to the

the Details. The Customer will not have any

extent necessary to perform the Contract, and

liability to the Supplier (whether in negligence or

in accordance with the Details. If the Supplier

otherwise) in connection with the Customer’s

loses or damages any Customer Inputs, the

amended policies. Copies of the relevant

General Contract Conditions

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under this Contract, or amends a relevant

provide evidence that it has complied with this

policy, the Supplier will comply with the new or

clause, if the Customer asks;

enforcement of the security;

(p)

(**security requirements**) must, if specified in

policies are available on request;

the Details, provide a bank guarantee,

(h)

(**directions**) must comply with all reasonable

performance guarantee or other specified

competitive neutrality principles of the

(**act reasonably**) must act reasonably in

government owned business, local government,

exercising all of its rights under the Contract;

or Commonwealth, State or Territory or

(k)

(**cooperation**) must cooperate with the

authority, price its offer to comply with the

Customer’s Personnel and other suppliers to

(j)

the Customer who provide goods and services

Supplier’s jurisdiction;

relating to the Deliverables;

(t)

(**expertise**) warrants that it has the necessary

(l)

(**Laws**) must comply with all Laws and ensure

Supplier and the Customer, the Customer

Supplier will, at the election of the Customer,

(q)

(**further assurances**) do anything and execute

promptly replace such Customer Inputs or pay

the Customer the reasonable replacement cost

any document that the Customer reasonably

of such Customer Inputs. As between the

asks, to give effect to this Contract;

(r)

(**reports**) must provide reports as and when

retains all right, title and interest (including all

reasonably requested by the Customer;

Intellectual Property Rights) in Customer Inputs;

(s)

(**competitive neutrality**) if the Supplier is a

payment of the applicable Price;

ensure that any replacement Key Personnel

(i)

(**title**) title in Goods and any other Deliverables

have equivalent or superior skills, qualifications

which are provided in a material form will

and experience, and promptly provide

transfer on the earlier of the delivery or

information reasonably requested about any

(d)

Key Personnel or proposed replacement Key

Personnel, including the curriculum vitae for

(j)

(**no encumbrance**) the Supplier warrants that

each relevant individual.

the Goods and any other Deliverables will not

be subject to any encumbrance or interest,

transfer to the Customer when delivered to the

Customer’s rejection;

(b)

not remove or replace any Key Personnel

without the Customer’s prior written consent,

(h)

(**risk**) risk in Goods and any other Deliverables

except for serious illness, incapacity or death;

which are provided in a material form will

The Customer may reject any proposed replacement

(c)

promptly notify the Customer if any Key

delivery address set out in the Details in

Personnel is unavailable to perform his or her

accordance with the Customer’s delivery

allocated role for any reason; and

instructions;

at no additional cost. The Supplier must not invoice

**Subcontracting and Personnel**

all taxes and duties, except for GST. If this Contract

requires the Supplier to do or provide anything, and

**7.1**

**Subcontracting**

there is no separate Price for performing that

obligation, the Supplier will comply with the obligation

The Supplier may only subcontract any part of its

**7**

obligations under this Contract to subcontractors

the Customer, and the Customer is not required to

identified in the Details or with the Customer’s prior

pay, any amount except for the Price.

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(**associated information**) the Supplier will

except for an encumbrance or interest which

Key Personnel, in which case the Supplier must

arises by operation of a Law that cannot be

promptly propose an alternative.

excluded by contract; and

**8**

**Price**

(k)

Goods within 10 Business Days of the

provide with the Goods any information, data or

**8.1**

**Pricing all inclusive**

manuals required for the Customer to use,

Unless otherwise stated in the Details, the Price is

maintain, repair, install or operate the Goods.

inclusive of all charges, expenses and overheads, and

omissions of its Personnel, as though they were

(d)

(**delivery**) the Supplier must deliver the Goods

its Personnel comply with all the obligations of

or other relevant Deliverables to the Site, in

the Supplier under this Contract, and the

accordance with the Customer’s instructions. If

Supplier is fully responsible for all acts and

the Supplier asks, the Customer will confirm in

(**responsibility**) the Supplier must ensure that

writing that the Deliverables have been

acts or omissions of the Supplier.

received;

(b)

(**not Customer employees**) the Supplier is not,

(e)

(**acceptance**) acceptance of the Goods by the

withhold consent, but may give consent subject to

General Contract Conditions

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(c)

(**manufacturer warranties**) the Supplier must

written consent. The Customer will not unreasonably

assign any manufacturer’s warranty to the

and Supplier Personnel are not, employees of

Customer, where possible to do so, and must

reasonable conditions.

inform the Customer where it is not possible to

**7.2**

**Personnel**

do so;

(a)

the Goods, at the Customer’s cost. The

Goods for non-conformity with Requirements,

Customer, at no additional cost to the

and the Supplier does not repossess the

Customer.

rejected Goods within 30 days of notice of

**7.3**

**Key Personnel**

rejection, the Customer may sell or dispose of

with other Personnel acceptable to the

In providing the Services the Supplier must:

Customer is under no obligation to pay for

rejected Goods and the Supplier will promptly

(a)

ensure that the Key Personnel perform the

refund any amounts pre-paid for rejected

roles allocated to them in the Details;

and protect Goods to withstand transit and

Customer does not relieve the Supplier of any

the Customer.

of its obligations under the Contract;

(c)

(**removal**) if the Customer reasonably requests,

(f)

(**packaging**) the Supplier must adequately pack

the Supplier will promptly remove from

Customer premises and/or the performance of

storage, and provide a packing note with the

this Contract, any Personnel used in

Goods;

performance of the Contract, and replace them

(g)

(**rejected Goods**) if the Customer rejects

entitled; and

negligence or otherwise) in connection with the

other, (whether in contract, tort including

invoice within 30 days of receipt.

(**contribution**) neither party will be liable to the

(a)

The Customer will pay each correctly rendered tax

charges associated with a payment method.

**11 Liability**

charge or pass through any fees, costs or

(b)

GST, an amount equal to that GST.

the Deliverables meet the Requirements; or

if the payment or reimbursement is subject to

(ii)

relevant Deliverables have been provided, and

The Customer may set off any amounts payable by

required to pay) for Deliverables until the

group of which the other party is a member, is

invoice the Customer (and the Customer is not

(a)

which the representative member for a GST

Supplier may not:

or outgoing to which the other party, or to

Unless expressly stated otherwise in the Details, the

any input tax credits in respect of the expense

the amount of the expense or outgoing less

(i)

any invoice that does not comply with this clause.

the Customer. The Customer is not required to pay

the sum of:

supporting documentation reasonably requested by

limited to the amount of the cap on liability in

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death;

personal injury, including sickness, injury or

(i)

Law.

GST Law have the same meaning as in the GST

not apply to liability in relation to:

expressions which have a defined meaning in

(**exclusions from cap**) the cap on liability does

(c)

(a) (**construction**) In this clause 10, words and

the Details.

**10 GST**

to be paid or reimbursed by the first party will be

otherwise in connection with the Contract, is

payable.

contract, tort (including negligence) or

resolved and it is determined that the amount is

liability of a party to the other party, whether in

which it disputes in good faith, until the dispute is

(**cap on liability**) the maximum aggregate

(b)

The Customer may withhold payment of any amount

damage.

payable to the Supplier by the Customer.

the other party contributed to the loss or

the Supplier to the Customer against amounts

Contract, for loss or damage to the extent that

away from the agreed service location;

before the supplier is entitled to payment of an

invoice or an adjustment note to the recipient

writing before they are incurred; and

(d) (**tax invoice**) The supplier must deliver a tax

the Customer has approved the expenses in

(c)

under this Contract.

on request);

consideration for the supply is to be provided

travel policy (a copy of which will be provided

payable on the supply at the same time that the

the Supplier complies with the Customer’s

(b)

pay to the supplier an amount equal to the GST

supply made under this Contract, the recipient will

(d)

(c) (**payment of GST**) If GST is payable on any

the Customer requests that the Supplier travel

(a)

GST.

accommodation expenses except where:

be provided under this Contract are exclusive of

The Customer will not reimburse any travel or

moneys or other sums payable or consideration to

(b) (**GST exclusive**) Unless expressly stated, all

**Expenses**

**8.2**

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General Contract Conditions

unless the Customer agrees in writing.

verify that the invoice is accurate, and will provide

expense or outgoing of another party, the amount

includes adequate information for the Customer to

under this Contract to pay or reimburse an

Details. The Supplier will ensure that each invoice

(**reimbursements**) Where a party is required

(f)

and, where applicable, in the amounts set out in the

supplier to the recipient as the case requires.

The Supplier may invoice the Customer at the times

made by the recipient to the supplier or by the

reflect the adjustment event and a payment will be

**Invoicing and payment**

**9**

recipient under clause 10(c) will be recalculated to

under this Contract, the amount payable by the

other Price change or new Price will be effective

in respect of a taxable supply made by a supplier

with any Price review mechanism in the Details. No

(e) (**adjustment event**) If an adjustment event arises

The Supplier may review the Prices in accordance

appropriate.

**Price review**

**8.3**

provides a tax invoice or adjustment note as

withhold payment of the amount until the supplier

payment.

amount under clause 10(c). The recipient can

the Supplier provides satisfactory evidence of

Rights infringement relating to this Contract or

perpetual, royalty-free, non-exclusive, worldwide,

Contract,

irrevocable, unconditional (subject to this clause),

any Claim by a third party relating to this

(e)

Customer. The Customer grants the Supplier an

performing the Contract will be owned by the

or

Intellectual Property Rights created or developed in

breach of any warranty given in this document;

(d)

Subject to clause 15 (“Customer Data”) new

the Deliverables;

**New Intellectual Property Rights**

**14.2**

except to the extent that the Customer or its

claim of Intellectual Property Rights or Moral

(c)

Services and Deliverables.

Deliverables and future development of those Goods,

Wilful Default or Wilful Misconduct;

(b)

Customer, as part of those Goods, Services and

a Customer under the Contract, for any purpose of the

Supplier or its Personnel;

into any Goods, Services and Deliverables provided to

failure to comply with applicable Law by, the

(a)

Intellectual Property Rights which are incorporated

and sublicensable licence to exercise all such

any:

The Supplier warrants that it is authorised to grant the

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or misleading in any way.

Moral Rights of any person.

Customer is incomplete, inaccurate out of date

will not infringe the Intellectual Property Rights or

any information or documents provided by the

use of the Deliverables as permitted by this Contract

will not have any Claim against the Customer if

The Supplier warrants that the Deliverables and the

Supplier’s decision to enter the Contract, and

Customer, and all other matters relevant to the

rights in this clause.

and documents provided by or on behalf of the

royalty-free, non-exclusive, worldwide, transferable

Requirements, the accuracy of all information

relevant to the Contract, including the

**Warranty of authorisation**

**14.3**

investigation and assessment about all matters

Information and Customer Data.

The Supplier is responsible for making its own

(a)

relation to Confidential Information, Personal

to the Supplier complying with its obligations in

**13 Information**

any purpose, including commercial purposes, subject

such newly developed Intellectual Property Rights, for

Personnel caused or contributed to the Claim.

transferable and sub licensable licence to exercise all

becomes aware of any material inaccuracies or

Supplier (including its representatives) in

expenses to the extent that the injured party

(“information”) made or provided by the

will not be responsible for any loss, damage or

statements, information and documents

damage must mitigate its loss. The other party

representations, warranties, declarations,

(**mitigation**) a party who suffers loss or

(d)

The Supplier must ensure that all

(d)

liability will not deplete the cap on liability.

Supplier, including Reliable Information.

and any payments in relation to those forms of

omissions in any information provided to the

could have avoided or reduced the amount of

(iv) an indemnity,

The Customer must inform the Supplier if it

(c)

infringement; or

purpose and nominated validity period.

(iii) Intellectual Property Rights or Moral Rights

Information, and only for the nominated

The Supplier may only rely on Reliable

(b)

loss of, or damage to, tangible property;

(ii)

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General Contract Conditions

*Standards Act 2004* (Qld) as specified in the

including negligence, or otherwise) in connection with

unconditional (subject to this clause), perpetual,

incurred by any of them (whether in contract, tort

third parties grant) the Customer an irrevocable,

Claim that may be brought against or made upon or

The Supplier grants (and must procure that relevant

Customer and its Personnel from and against any

The Supplier releases, discharges and indemnifies the

developed independently of the Contract.

which existed at the Contract start date, or which are

**12 Indemnity**

Each party retains all its Intellectual Property Rights

Details.

**Existing Intellectual Property Rights**

**14.1**

applies to the Supplier under the *Professional*

**14 Intellectual Property Rights**

comply with a scheme that is in force and

Contract is limited to the extent necessary to

misleading in any way.

of the Contract, the Supplier’s liability under the

incomplete, inaccurate, out of date or

(**binding scheme**) despite any other condition

(e)

Customer if any information is or becomes

way. The Supplier must immediately tell the

reasonable steps to mitigate its loss.

accurate, up to date and not misleading in any

the loss, damage or expense, by taking

connection with the Contract are complete,

take any steps to prevent unauthorised use

the Contract, outside of Australia, except

Act.

with the prior written consent of the

Customer; and

(b)

The Customer may publish information about

the Contract on the Government’s contract

(ii)

as required under the Right to Information

directory, where required or recommended by

or disclosure of Personal Information

Government procurement policy.

collected or accessed in connection with

the Contract that are reasonably notified by

(c)

Where the Recipient discloses the Confidential

the Customer.

(ii)

collected or accessed in connection with

not transfer any Personal Information

(i)

or

to a Minister, their advisors or Parliament;

(i)

The Supplier must:

(b)

case of the Customer:

Privacy Principles in the Privacy Act.

Law, or to its professional advisors, or in the

otherwise – comply with the Australian

(ii)

Discloser’s consent, or to the extent required by

and services similar to the Goods and Services. In

obtain from its Personnel a signed

competitive or similar conduct in connection with the

confidentiality deed in a form acceptable to the

Contract, any associated Invitation Process or any

Customer.

actual or potential contract with any entity for goods

(e)

The Supplier must not make any public

have engaged in, or will engage in, any collusive, anti-

announcements or advertisement relating to the

addition to any other remedies available to it under

Contract except where the Customer has

Law or contract, the Customer may, in its absolute

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obligations under the Contract, or with the

If the Customer requests, the Supplier must

(d)

The Supplier warrants that neither it, nor its Personnel

professional advisors.

**Anti-competitive conduct**

**18.1**

Information by the Recipient’s Personnel and

for all use and disclosure of the Confidential

**organisations**

Confidential Information, and will be responsible

**of interest and criminal**

third party of the confidential nature of the

**18 Anti-competitive conduct, conflict**

this Contract, the Recipient must inform the

Information to a third party as permitted under

accordance with all Laws.

specified in this clause. The Supplier must not use,

Information and Personal Information of the

access, modify or disclose Customer Data to any

Customer, and a copy of all documents and

person except to its Personnel on a need to know

records created by the Supplier in the

basis to perform the SOA or Contracts and in

performance of the Contract, and will confirm to

option) all Customer Data, Confidential

the Customer when this has been done.

The Supplier must comply with clause 17 and all

(g)

The Supplier may retain a copy of any

applicable Laws in relation to Customer Data which is

Confidential Information of the Customer to the

Personal Information. The Supplier must provide

extent required by Law, or for the Supplier’s

right, title or interest in Customer Data except as

promptly return or destroy (at the Customer’s

vest in the Customer on creation. The Supplier has no

expiry of the Contract, the Supplier must

Intellectual Property Rights in Customer Data, shall

If requested by the Customer, on termination or

(f)

The ownership of Customer Data, including any

advertisement in writing.

**15 Customer Data**

approved the proposed announcement or

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General Contract Conditions

or creates in relation to the Contract, not use it

**16 Confidentiality**

(i)

if the Customer is an ‘agency’ for the

(a)

Each party will keep confidential all Confidential

Information Privacy Act, other than for

Information which it obtains from the Discloser,

chapter 3 of the Information Privacy Act –

Supplier must

comply with those parts of Chapter 2 of the

except for the purposes of the Contract, and not

Information Privacy Act which are

disclose it except to its Personnel on a need to

applicable to the Customer, as if the

know basis for the purpose of performing its

Supplier were the Customer; or

Contract, when performing this Contract the

information and information standards.

Personal Information in order to perform the

to Personal Information, public records, right to

If the Supplier collects or has access to

(a)

retrieval and modification of Customer Data in relation

identification, labelling, searching, reporting, copying,

**17 Privacy**

Customer Data including (without limitation)

standards applicable to the Customer in relation to

and professional responsibilities.

enable the Customer to comply with laws, policies and

reasonable internal credit, risk, insurance, legal

reasonable assistance to the Customer on request to

Supplier will pay or reimburse the Customer’s

amount which is undisputed and properly payable, the

**19 Where Requirements not met**

on written notice only if the Customer has not paid any

this clause.

The Supplier may terminate the Contract immediately

believes the Supplier has breached any warranty in

**For cause – by Supplier**

**20.2**

discretion, immediately terminate the Contract if it

Law or contract, the Customer may, in its absolute

complete the Contract.

In addition to any other remedies available to it under

Deliverables or arranging for another supplier to

reasonable costs of obtaining replacement

misleading in any way.

Supplier has notified the Customer of the outstanding

becomes inaccurate, incomplete, out of date or

If the Customer terminates under this clause 20.1, the

date or misleading in any way when made, or

in this clause 18 was inaccurate, incomplete, out of

the Supplier is or becomes Insolvent.

(e)

Customer if it becomes aware that any warranty made

Supplier warrants that it will immediately notify the

nominated by the Customer; or

date of the Contract and on an ongoing basis. The

the breach within a reasonable period

The warranties in this clause are provided as at the

be remedied but the Supplier has not remedied

breach cannot be remedied, or the breach can

**Warranties are ongoing**

resupply the relevant Goods, or re-perform the

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directly relating to the termination. The Customer will

the Supplier’s reasonable and documented expenses

with the Contract, and the Customer may exercise any

supplied but not yet invoiced on a pro rata basis, and

Supplier’s responsibility if there is any non-compliance

the Supplier for the work performed and Goods

This does not limit the Customer’s other rights or the

notice. If the Customer does so, the Customer will pay

absolute discretion by giving at least 30 days’ written

Services comply with the Requirements.

The Customer may terminate the Contract in its

relevant Services, so that the Goods and or

**18.4**

(b)

**For convenience**

**20.3**

relevant Goods or Services; or

disputing the amount or making payment.

refund to the Customer any monies paid for the

(a)

reasonable time expires without the Customer

reasonable time set out in the notice, and the

option):

Customer does not pay such amount within a

met, the Supplier must promptly (at the Customer’s

amount stating that it will terminate the Contract if the

If any Requirements for Goods or Services are not

The Supplier warrants that it and its Personnel do not

from its Personnel a signed conflict of interest

immediately on written notice if:

If the Customer requests, the Supplier must obtain

The Customer may terminate the Contract

the Details.

**For cause – by Customer**

**20.1**

obligations under this Contract, except as disclosed in

or might appear to be created, in conflict with its

**20 Termination**

any obligations where a Conflict of Interest is created,

engaged in any business or activity and do not have

costs incurred by the Customer in doing so.

hold any office or possess any property, are not

Supplier shall pay to the Customer on demand any

(a)

supplied or the Services performed by others, and the

this clause, the Customer may have the Goods

**Conflict of Interest**

**18.2**

If the Supplier fails to comply with its obligations under

competitive conduct.

otherwise

believes the Supplier has engaged in collusive or anti-

other right or remedy that it has under this Contract or

discretion, immediately terminate the Contract if it

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General Contract Conditions

a Conflict of Interest arises and has not been,

the Supplier breaches the Contract and the

(d)

*Organisation Act 2009* (Qld).

is unable or unwilling to complete the Contract;

convicted of an offence under the *Criminal*

the Supplier ceases business or indicates that it

(c)

are subject to an order under, or have been

(b)

satisfaction;

section 60A(3) of the *Criminal Code*; or

appropriately managed, to the Customer’s

criminal organisation within the meaning of

or in the Customer’s view cannot be

offence is that the person is a participant in a

(b)

Criminal Code where one of the elements of the

have been convicted of an offence under the

(a)

misleading in any way;

become inaccurate, incomplete, out-of-date or

The Supplier warrants that neither it nor its Personnel:

date or misleading in any way when made, or

Supplier were inaccurate, incomplete, out-of-

**Criminal organisation**

**18.3**

declarations and warranties provided by the

declaration in a form acceptable to the Customer.

the Customer is satisfied that any of the

**20.6**

other parts of the Contract will not be affected.

the Price that would have been payable if the Contract

dependent on those parts) will not apply but the

consequence of termination (for any reason) exceed

(and any parts of the Contract which are

In no case will the compensation payable as a

unlawful or unenforceable part of the Contract

prior to termination or suspension.

invalid, unlawful or unenforceable, the invalid,

affect the accrued rights and remedies of the parties

(**severability**) if any part of this Contract is

(f)

Termination or suspension of the Contract will not

terms apply.

**Consequences**

had not been terminated.

stated otherwise in this Contract. No other

agreements and understandings except as

to minimise its expenses relating to the suspension.

all earlier representations, statements,

suspension. The Supplier must take reasonable steps

subject matter of the Contract, and it replaces

no other liability to the Supplier relating to the

the parties rights and obligations relating to the

resulting from the suspension. The Customer will have

(**entire agreement**) this Contract sets out all

(e)

reasonable and documented expenses directly

Supplier, the Customer will pay the Supplier’s

of the parties.

which is not due to the act, default or omission of the

(h)

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employee of the Customer.

Supplier is a partner, joint venturer, officer or

itself or allow anyone else to represent that the

with a Machinery of Government Change.

relationship. The Supplier must not represent

on written notice to the Supplier, in connection

(b)

any partnership, joint venture or employment

and contractor. This Contract does not create

with the Supplier’s prior written consent; or

(a)

(**relationship**) their relationship is of principal

written agreement of authorised representatives

its rights or obligations under the Contract:

rights in other circumstances.

The Customer may assign, transfer or novate any of

and will not waive any other rights, or the same

particular rights in the particular circumstances

the Customer’s prior written consent.

party’s rights. A waiver will only waive the

of its rights or obligations under the Contract without

right under the Contract does not waive the

The Contractor may not assign, transfer or novate any

party. Failure or delay of a party in exercising a

only be waived in writing signed by the waiving

**21 Assignment**

(**waiver**) clauses and rights in this Contract can

(g)

assignment.

(b)

(**communication**) they will direct all enquiries

(a)

other contract entered under the SOA.

The parties agree that:

Customer) is entitled to terminate for cause any

the SOA or any customer (including the

**22 General**

Supplier if the Principal is entitled to terminate

parties and their successors and permitted assigns.

cause immediately on written notice to the

The Contract is for the benefit of, and will bind the

the Customer may terminate the Contract for

If this Contract is entered pursuant to a SOA

(a)

Unless otherwise specified in the Details, all the

obligations within the same legal entity is not an

**terminated**

For clarity, transfer of the Customer’s rights and

**If SOA or a contract under the SOA is**

**20.4**

the Contract.

to minimise its expenses relating to the termination.

request by the other party to assign, transfer or novate

termination. The Supplier must take reasonable steps

Both parties will act reasonably in considering a

have no other liability to the Supplier relating to the

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nominated contact person in the Details (or as

If the Customer suspends the Contract for any reason

(**variation**) the Contract may only be varied by

(d)

the Customer’s notice ending the suspension.

attempting to resolve the dispute by negotiation.

promptly re-commence performance after receiving

urgent interlocutory proceedings) without first

suspension on written notice. The Supplier will

proceedings relating to this Contract (except

this clause 20. The Customer may end the

(**disputes**) they will not bring any court

(c)

circumstances when it is entitled to terminate under

updated under the above clause).

written notice in its absolute discretion, or in any

Customer may suspend the Contract immediately on

listed in the Details, with a copy to the

In addition to the Customer’s termination rights, the

the Contract to the other party at the address

**Suspension**

**20.5**

(**notices**) they will send all notices relating to

(b)

the SOA, for any reason.

another person if the other party directs.

this clause) will survive termination or expiry of

nominated contact person in the Details, or to

terms and conditions of this Contract (including

relating to the Contract to the other party’s

(**survival**) clauses 1.2, 1.3, 5(n), 10, 11, 12,

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execution of the Contract and any variations.

relation to the preparation, negotiation and

(**costs**) each party will bear its own costs in

(k)

any reason.

survive termination or expiry of the Contract for

14, 15, 16, 17, 22(e), (f), (g), (h), (i) and (j) will

(j)

permitted by Law to exclude it.

does not apply, to the extent that the parties are

Goods (Vienna Convention) Act 1986 (Qld)

(**exclude implied terms**) that the Sale of

(i)

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