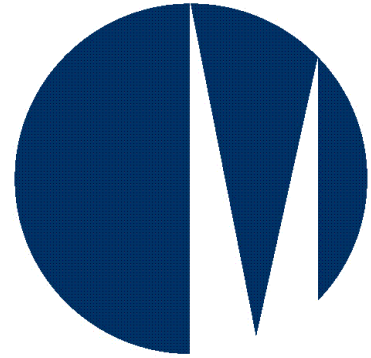


Contract Number

nnnn



Moreland City Council

Purchase Agreement

Moreland City Council

[Insert name of Supplier]

[Insert name of Contract]

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Parties

Moreland City Council ABN 46 202 010 737 of 90 Bell Street, Coburg, Victoria 3058
(Moreland)

The party whose details are set out in Schedule 1 (**Supplier**)

Operative provisions

1 General

Goods and Services

- 1.1 This document sets out the terms and conditions on which Supplier will provide the Goods and Services to Moreland.

Non-exclusive appointment

- 1.2 The appointment of Supplier as the supplier of the Goods and Services is non-exclusive. It does not restrict Moreland's right to contract with other persons for the provision of goods and services similar to the Goods and Services, or to acquire any goods or perform any services itself.

No minimum Goods or Services

- 1.3 Moreland is not under any obligation to acquire a minimum amount of the Goods or Services from Supplier, to acquire Goods or Services that attract a minimum level of charges or to pay any minimum fee to Supplier.

Redirection

- 1.4 Moreland may at any time redirect the provision of the Goods or Services or any part of the Goods or Services to any other person. Moreland may do so if delays are experienced in relation to the provision of the Goods or Services, if Moreland considers that the Goods or Services are not being provided to the required standard or for any other reason.

Application of provisions of this document

- 1.5 If Supplier is providing Goods but not Services, references in this document to the provision of Services will not apply. If Supplier is providing Services but not Goods, references in this document to the provision of Goods will not apply.

2 Term

Term

- 2.1 Supplier's appointment starts on the commencement date set out in Schedule 1. The appointment will remain in force for the term set out in Schedule 1, unless terminated earlier or extended in accordance with this document.

Extension of term

- 2.2 The parties may extend the term of this document by further 12 month periods. Any extension must be agreed by the parties in writing not less than 90 days before the expiry of the then current term, or any shorter or longer period that Moreland requires.

3 Supply of Goods

Supply of Goods

- 3.1 Supplier must supply the Goods to Moreland in accordance with this document. The Goods to be provided are set out in Schedule 1.
- 3.2 The Goods must meet the description and specifications set out in this document. If Supplier has given Moreland any sample of the Goods, the Goods must also correspond with the sample.
- 3.3 The Goods must be new, of merchantable quality, made of good materials and workmanship, and be free from defects. They must be fit for the purpose for which goods of the same kind are commonly supplied, and for any other purpose which Moreland makes known to Supplier. They must be manufactured in compliance with all relevant laws, comply with standards adopted by the Australian Standards Association and comply with any requirements of any Government Authority.
- 3.4 Supplier must comply and ensure that its conduct is not inconsistent with Moreland's standards, operating principles, policies and procedures as provided to it from time to time. This includes Moreland's occupational, health and safety policies, equal employment opportunity policies and environmental policies. Standards, operating principles, policies and procedures provided at the date of this document are set out in Schedule 1. If the Supplier's standards, operating principles, policies and procedures are of a higher standard than Moreland's standards, operating principles, policies and procedures, the Supplier must comply with its own standards, operating principles, policies and procedures and must advise Moreland of any inconsistencies.
- 3.5 The Goods must be accompanied by any necessary instructions and technical documents, including operating and service manuals.

Packaging

- 3.6 The Goods must be clearly labelled with printed, legible labels. All packages must include a packing list. Goods must be packed and marked in accordance with Moreland's instructions and any statutory requirements. This may include ensuring that each package is marked with its gross dead weight and with such marks and shipping numbers specified in this document.

Delivery

- 3.7 Supplier must deliver the goods to the address specified by Moreland in this document or in accordance with any special instructions notified by Moreland. Moreland may alter the sequence in which Goods are to be delivered, or the times at which they will be accepted, by notice to Supplier.
- 3.8 Supplier must ensure that the Goods are protected against all damage and deterioration during transportation.
- 3.9 Supplier and its representatives must minimise any interference or disruption to Moreland's activities when delivering Goods. While on Moreland's premises, Supplier and its representatives are subject to the direction of Moreland's personnel. Supplier's drivers must remain with their delivery vehicles at all times.

Acceptance and rejection

- 3.10 Goods delivered by Supplier are only accepted when they have been inspected by an authorised representative of Moreland. Moreland may reject Goods if they are defective or are not in accordance with Moreland's specifications.
- 3.11 Moreland will promptly inform Supplier of any rejection of Goods. Goods that are rejected will be held by Moreland at Supplier's risk. Supplier is liable for any loss or damage suffered or incurred by Moreland in relation to Goods that are rejected.
- 3.12 If Supplier delivers Goods in excess of the amount specified in this document, Moreland will hold them at Supplier's risk. Moreland accepts no responsibility for any Goods delivered to a place or at a time not specified in this document.
- 3.13 Title and risk in the Goods pass to Moreland when Moreland has taken delivery of the Goods and when the Goods have been inspected and accepted by an authorised representative of Moreland. If Moreland pays for Goods before they are inspected and accepted, that does not constitute acceptance of the Goods.

Warranties

- 3.14 Supplier warrants that it has the right to sell the Goods at the time when title to those Goods is to pass to Moreland and that on delivery of the Goods they will be free from any charge or encumbrance in favour of any third party.
- 3.15 Supplier further warrants that the manufacture and sale of the Goods does not infringe the rights of any other person, including rights in relation to patents, trademarks, designs and copyright.

Notification of matters which affect Goods

- 3.16 If Supplier becomes aware of any matter which may affect the Goods or Moreland's use of the Goods, it must immediately notify Moreland of the matter giving full details of all relevant information. This includes the following:
- 3.16.1 Anything which may affect the composition of any Goods, the characteristics of the Goods or Moreland's ability to use the Goods.
 - 3.16.2 Compliance with relevant health and safety legislation, regulations, standards and industry codes of practice, and weights and measures, product packaging, transport handling and storage legislation, regulations, standards and/or industry codes of practice.
 - 3.16.3 Anything which has led or may lead to a recall of the Goods supplied due to health, hygiene, safety or any other reasons.
- 3.17 Supplier must take all necessary actions Moreland requires to remedy or otherwise address the issues raised by the relevant matter.

Recalls

- 3.18 In respect of any recall of Goods, Supplier must immediately notify Moreland in writing of the full details of the circumstances which have lead to a recall of the Goods and any action Supplier is taking or proposes to take in response to the recall. Supplier must keep Moreland fully informed of the progress of the recall and of any other actions taken by Supplier in connection with the recall.
- 3.19 If Moreland wishes to recall products which incorporate or were manufactured using Goods supplied by Supplier, Supplier must, at its own cost, give Moreland any assistance relating to the recall that Moreland reasonably requires.

4 Supply of Services

Supply of Services

- 4.1 Supplier must provide Services to Moreland in accordance with this document. The Services to be provided are set out in Schedule 1.
- 4.2 Supplier must provide the Services promptly, carefully and to the highest possible standards and in accordance with any instructions or directions given by Moreland. Supplier must provide the Services exercising all due care, skill and judgement, in an efficient, professional and cost effective manner and in accordance with accepted professional and business practices.

Compliance with laws, policies and directions

- 4.3 Supplier must comply with all laws of any kind applying to the performance of the Services. Supplier must hold all authorisations, permits and licences required under any law to perform the Services. Supplier must give copies of all

authorisations, permits and licences to Moreland within 2 business days of any request by Moreland to do so.

- 4.4 Supplier must comply and ensure that its conduct is not inconsistent with Moreland's standards, operating principles, policies and procedures as provided to it from time to time. This includes Moreland's occupational, health and safety policies, equal employment opportunity policies and environmental policies. Standards, operating principles, policies and procedures provided at the date of this document are set out in Schedule 1. If the Supplier's standards, operating principles, policies and procedures are of a higher standard than Moreland's standards, operating principles, policies and procedures, the Supplier must comply with its own standards, operating principles, policies and procedures and must advise Moreland of any inconsistencies.
- 4.5 Supplier must comply with any reasonable directions from Moreland in relation to the performance of the Services. This includes directions to ensure minimal interference with Moreland's operations. It also includes directions in relation to the priority of tasks and the order in which they are to be performed.
- 4.6 If the Supplier receives a complaint from any person in relation to the provision of the Services by the Supplier, it must advise Moreland in writing of the complaint as soon as possible but not later than 5 business days of the complaint being made. The notification must contain full details of the circumstances in which the complaint arose.

Key people

- 4.7 Supplier must ensure that the key people named in Schedule 1 are directly involved in the provision of the Services at all times. If Supplier engages any people other than the key people to assist with the provision of the Services, they must be supervised by and report directly to the key people.
- 4.8 Supplier must not remove or replace any key people without Moreland's consent. If it is necessary to replace any of the key people, Supplier must immediately notify Moreland and arrange for replacement by a person of comparable experience and competence approved by Moreland.

Employees

- 4.9 Supplier must engage sufficient employees with the necessary skills, expertise, qualifications and training to carry out the Services. If requested by Moreland, Supplier must submit a list of the names of all employees engaged by Supplier in the provision of the Services. Employees must complete any relevant and accredited training courses reasonably required by Moreland.
- 4.10 Supplier must ensure that its employees comply with the following obligations at all times:

- 4.10.1 Employees must observe the security of all secured areas of Moreland's premises and grounds. Whilst performing the Services, employees must disclose their identity when requested to do so.
 - 4.10.2 Employees must not cause any unreasonable or unnecessary disruption to the work of any of Moreland's staff or any member of the public.
 - 4.10.3 Whilst performing the Services, employees must not close any premises or grounds to which the public has access without Moreland's approval.
 - 4.10.4 Employees must not do anything, or make any public announcement, which might reflect badly upon Moreland or prejudice its interests.
- 4.11 Moreland may at any time request Supplier to withdraw any person from providing any part of the Services if Moreland has reasonable grounds for making the request. On request, Supplier must promptly arrange for the person to cease being involved in the provision of the Services. Supplier must replace the person with a person of suitable ability, experience and qualifications within a reasonable time period specified by Moreland.

5 Payment

Payments for Goods and Services

- 5.1 Moreland will pay Supplier for providing the Goods and Services in accordance with the rates and charges set out in Schedule 1.
- 5.2 Unless otherwise provided in Schedule 1, such rates and charges shall be fixed for the term of this document and shall be inclusive of all charges for packaging, packing, insurance and delivery of the Goods, the cost of any items supplied in conjunction with the Goods or Services and all taxes other than GST.

Invoices and payment

- 5.3 Supplier must submit Tax Invoices to Moreland detailing the payments to be made by Moreland. Unless otherwise stated, Moreland will pay all correctly rendered invoices within 30 days of both:
 - 5.3.1 The date the invoices are received by the Finance Department, Moreland, and
 - 5.3.2 The supply has been received by Moreland, and after such inspections and tests as required are performed.
- 5.4 All invoices must set out the type and quantum of Goods supplied, details of the Services provided, the applicable rates and charges, and any other information that Moreland reasonably requires.

- 5.5 Subject to clause 23, Moreland may withhold payment of any amount that it disputes in good faith until the dispute has been resolved.

Supplier costs

- 5.6 Supplier will be responsible for and pay all fees, charges and costs incurred in the provision of the Goods and Services. This clause will not apply to the extent that any payment is expressly stated in this document as being Moreland's responsibility, or if Moreland agrees in writing to be responsible for any payment.

Payments not wages or salary

- 5.7 Payments made by Moreland to Supplier are not wages or salary. Supplier acknowledges that it must pay its employees and must make any taxation or other deductions required by law and that it is responsible for providing superannuation, sickness and leave benefits and workers' compensation cover in respect of its employees. Supplier further acknowledges that it is not entitled to payment from Moreland of any annual leave, sick leave, severance pay, long service leave or any other entitlement which an employee has in respect of his or her employment with Supplier.

GST

- 5.8 A party must pay GST on a Taxable Supply made to it under this document, in addition to any Consideration (excluding GST) that is payable for that Taxable Supply. It must do so at the same time and in the same way as it is required to pay the Consideration for the Taxable Supply.
- 5.9 A party making a Taxable Supply to another party under this document must issue a Tax Invoice to the other party, setting out the amount of the GST payable by that other party.
- 5.10 If a party is required under this document to indemnify another party, or to make a reimbursement or contribution to another party, and that other party can obtain an Input Tax Credit on an acquisition associated with that indemnity, reimbursement or contribution, the amount the party is required to pay is reduced by the amount of that Input Tax Credit but increased by any GST payable by that other party in respect of the indemnity, reimbursement or contribution.
- 5.11 For the purposes of this clause 5, "Consideration", "GST", "Input Tax Credit", "Taxable Supply" and "Tax Invoice" shall have the meaning attributed to those terms in A New Tax System (Goods and Services Tax) Act 1999.

Set off

- 5.12 Moreland may set off any amount it owes Supplier under this document against any amount that Supplier owes it under this document or under any other agreement or arrangement with it. Supplier must not set off any amount Moreland owes it under this document against any amount that it owes Moreland under this document or under any other agreement or arrangement with Moreland.

6 Representatives

- 6.1 Each party must appoint the representative named in Schedule 1 as its representative under this document. The representatives will be responsible for the day to day administration of this document on behalf of the party appointing them. In the case of Supplier, the representative will also be responsible for the day to day delivery of the Goods and Services and the supervision of all persons employed or engaged by Supplier in providing the Goods and Services.
- 6.2 A party must notify the other party immediately should its representative be removed or replaced, together with the contact details of its new representative, or of any change to its representative's contact details. In the case of Supplier, its representative may only be removed or replaced with the written consent of Moreland, such consent not to be unreasonably withheld.
- 6.3 Each party will be responsible for the acts, omissions and defaults of its representative. Any direction, instruction, notice, approval or other communication made or given pursuant to this document must be given to the party's nominated representative and will be deemed to have been made or given to the party appointing that person.
- 6.4 The representatives must be available and able to be contacted between the hours of 7am to 7pm on all days during the term of this document.

7 Variations

- 7.1 Moreland may at any time direct Supplier to alter the supply of the Goods or Services or direct Supplier to provide goods similar to the Goods or carry out any work of a character similar to the Services which Moreland requires. These directions must be in writing. Supplier must comply with any such reasonable direction, provided it is within its power to do so.
- 7.2 The amount payable by Moreland to Supplier for any variation carried out in accordance with 7.1 will be determined by applying any specific rates or charges set out in Schedule 1 which apply to the Goods or Services provided. If no rates or charges are specified, or if the rates or charges are not applicable, Supplier's obligation to provide the Goods or Services will be subject to the parties agreeing the applicable rates or charges acting reasonably and with reference to the rates and charges set out in Schedule 1.

8 Continuous improvement

- 8.1 Moreland seeks to continuously improve processes and reduce its costs in respect of the supply of the Goods and Services. Supplier must implement the continuous improvement and cost reduction initiatives set out in Schedule 1. Supplier must also initiate or contribute to further improvement processes on an

ongoing basis and use its best efforts to increase efficiency in order to reduce Moreland's costs in respect of the supply of the Goods and Services.

9 Protection of information systems

- 9.1 If Supplier is given access to any of Moreland's information technology systems to enable it to deliver the Goods or provide the Services, Supplier must take all reasonable care in utilising the information technology systems including all hardware, software and applications and observe all relevant security procedures and work practices. Supplier must not interfere with or disrupt or cause any damage to such systems and must ensure that such systems are protected from unauthorised access or use, or misuse, damage or destruction by any person.

10 Reviews, reports, information and records

Reviews

- 10.1 Moreland may conduct periodic reviews of the performance of Supplier's obligations under this document to assess Supplier's performance and to seek improvements in Supplier's performance. Supplier must cooperate in the review process, supply Moreland with any documents reasonably required by Moreland and comply with all recommendations that result from the review.

Reports

- 10.2 Supplier must deliver reports to Moreland in relation to the performance of its obligations under this document. Reports must be provided monthly or at such other intervals as Moreland may specify. The reports must include all information referred to in Schedule 1 and any other information Moreland may reasonably require to be included. All reports will be the property of Moreland. Supplier may retain a copy of the reports for internal record keeping purposes only.

Information

- 10.3 In addition to the reports to be delivered under clause 10.2, Moreland may require Supplier to provide it with information concerning any aspect of Supplier's obligations under this document. Supplier must provide the information within 5 business days of receiving a request to do so.

Records

- 10.4 Unless otherwise specified, supplier must keep full and accurate records and documentation in relation to the provision of its obligations under this document in accordance with schedule 2.

11 Intellectual Property

Ownership of intellectual property

- 11.1 Subject to clause 11.2, all intellectual property, including but not limited to, copyrights, patents, trade marks, designs, brand names, logos, circuit layouts and confidential information discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with the provision of the Goods or Services ('Intellectual Property') will vest in and are assigned to Moreland on creation, to the maximum extent permitted by law. Supplier must execute all documents and do all things required to give effect to this clause.
- 11.2 Moreland agrees and acknowledges that the Supplier shall retain copyright in any materials described in Schedule 1. Supplier grants Moreland an exclusive, perpetual, irrevocable, non-transferable and royalty free licence to exercise all intellectual property rights in such materials for the purpose of reproducing the materials in any form, distributing or circulating the materials within Moreland or to the public, copying or publishing the materials, incorporating the materials in any documents or reports prepared or issued by Moreland or communicating any of the contents of the materials to the public.

Supplier's existing material

- 11.3 If any material, matter or thing (including software, documentation or data) is owned by Supplier and such material, matter or thing is incorporated in or attached to any intellectual property owned by Moreland (whether pursuant to clause 11.1 or otherwise), Supplier grants Moreland a perpetual, irrevocable, transferable and royalty free licence (including the right to sub-license) to exercise all intellectual property rights in such material, matter or thing for the purpose of accessing and using any intellectual property owned by Moreland.

Moral rights

- 11.4 If the Supplier is not an individual, the Supplier warrants it has obtained a valid and irrevocable consent from its employees, officers, principals, contractors and agents to amend or alter the Intellectual Property assigned to Moreland under clause 11.1 or licensed to Moreland under clause 11.2 in any manner whatsoever or destroy it, and also to reproduce in a material form, copy, publish, perform in public, show or exhibit in or to the public, communicate to the public, or otherwise use in any manner the Intellectual Property assigned to Moreland under clause 11.1 or licensed to Moreland under clause 11.2, in its original form or in any amended or altered form, without any attribution of authorship.
- 11.5 If the Supplier is an individual, the Supplier irrevocably and genuinely consents to Moreland, its employees, agents, licensees and successors, amending or altering the Intellectual Property assigned to Moreland under clause 11.1 or licensed to

Moreland under clause 11.2 in any manner whatsoever or destroying it, and also reproducing in a material form, copying, publishing, performing in public, showing or exhibiting in or to the public, communicating to the public, or otherwise using in any manner the Intellectual Property assigned to Moreland under clause 11.1 or licensed to Moreland under clause 11.2, in its original form or in any amended or altered form, without any attribution of authorship.

No infringement

- 11.6 Supplier must not infringe the intellectual property rights of Moreland or a third party in performing its obligations under this document. Supplier continually indemnifies Moreland against any Loss that Moreland incurs or suffers, as a direct or indirect result of a breach of the intellectual property rights of Moreland or a third party in connection with the performance of its obligations.

Assistance

- 11.7 Supplier agrees to provide all reasonable assistance that Moreland may request to enable Moreland to protect its intellectual property rights, including any intellectual property rights assigned to Moreland by Supplier under this document.

12 Announcements and confidentiality

Announcements

- 12.1 The Supplier must notify Moreland immediately:
- 12.1.1 upon being contacted by any media representative in relation to any aspect of this agreement; and
 - 12.1.2 prior to undertaking any publicity or distributing any publicity material relating to the subject matter of this agreement.
- 12.2 The Supplies must not provide any information whatsoever to a representative of the media without first having obtained the written consent of Moreland.

Obligations of confidence

- 12.3 Where Supplier receives Confidential Information from Moreland under this document, it must do the following:
- 12.3.1 Keep the Confidential Information confidential.
 - 12.3.2 Not use, disclose or reproduce the Confidential Information for any purpose other than the purposes of this document.
 - 12.3.3 Not, without Moreland's written consent, disclose Confidential Information to any person other than its employees, subcontractors,

agents and representatives who need the information for the purposes of this document.

- 12.3.4 Establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure, and immediately notify Moreland of any potential, suspected or actual unauthorised use, copying or disclosure of the Confidential Information.

Further permitted use and disclosure

- 12.4 Notwithstanding clause 12.3, Supplier may use or disclose Confidential Information to the extent necessary to comply with any law, binding directive of a regulator or a court order, comply with the listing rules of any stock exchange on which its securities are listed or obtain professional advice in relation to matters arising under or in connection with this document.

Exclusions

- 12.5 Clause 12.3 does not apply to Confidential Information which is in or becomes part of the public domain other than through breach of an obligation of confidence, which was known to Supplier at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence, or which Supplier acquires from a third party where that party was entitled to disclose it.

Representatives

- 12.6 Supplier must ensure that its employees, subcontractors, agents and representatives do not do, or omit to do anything, which if done or omitted to be done by it, would breach this clause.
- 12.7 Moreland may at any time require any employees, subcontractors, agents or representatives of Supplier engaged in the performance of obligations under this document to give written undertakings in a form prepared by Moreland relating to the non-disclosure of the Confidential Information and Supplier must promptly arrange for all such undertakings to be given.

Return of Confidential Information

- 12.8 Supplier must immediately on demand, or on completion or termination of this document, return to Moreland any documents in its possession, power or control containing Confidential Information. Supplier must not retain copies of any Confidential Information in any form.

Equitable remedies

- 12.9 Supplier acknowledges that a breach of the confidentiality obligations set out in this document by it may cause Moreland irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to a claim for damages and any other remedies available at law or in equity, Moreland may seek specific performance or injunctive relief (as appropriate) against any breach

or threatened breach by Supplier, or the employees, subcontractors, agents or representatives of Supplier.

Obligations to continue after agreement ends

- 12.10 All obligations of confidence set out in this document will continue in full force and effect for 10 years after this document ends.

13 Privacy

Disclosure of personal information

- 13.1 Supplier warrants the following to Moreland:
- 13.1.1 Any Personal Information that Supplier discloses to Moreland under this document has been collected in accordance with any Privacy Legislation that applies to the collection.
 - 13.1.2 The individual to whom the Personal Information relates has been made aware of Moreland's identity, of how to contact Moreland and of the other matters which Moreland is required to inform a person about whom it collects Personal Information under the Information Privacy Act.
 - 13.1.3 Moreland is authorised to collect the Personal Information from Supplier and use the Personal Information for the purposes of this document.

Receipt of personal information

- 13.2 In relation to any Personal Information disclosed to Supplier by Moreland under this document, Supplier must do the following:
- 13.2.1 Not use, disclose, store, transfer or handle the information except in accordance with applicable Privacy Legislation.
 - 13.2.2 Take all reasonable steps to ensure that the information is protected from misuse, loss, unauthorised access, modification or disclosure.
 - 13.2.3 Take all reasonable steps to destroy or permanently de-identify the information when it is no longer needed for a purpose connected with this document.
 - 13.2.4 Only use or disclose the information for a purpose connected with this document or as required by law.
 - 13.2.5 Co-operate with any reasonable request or direction of Moreland which relates to the protection of the information or the exercise of the functions of the Victorian Privacy Commissioner under the Information Privacy Act.

13.2.6 Ensure that access to its employees, representatives and subcontractors is limited to people required to access that information for the purposes of this document.

13.2.7 Ensure that any of its employees, representatives or subcontractors who access the information comply with the requirements of this clause and of any applicable Privacy Legislation.

Complaints

13.3 Supplier must promptly inform Moreland in writing of any complaint that it receives concerning the use, disclosure, storage, transfer or handling of Personal Information and comply with any reasonable direction of Moreland in relation to a complaint concerning the use, disclosure, storage, transfer or handling of Personal Information.

14 Subcontracting

Moreland's consent

14.1 Supplier must not subcontract the whole or any part of its obligations without Moreland's prior written consent.

14.2 Without limiting clause 14.1, Moreland's consent to any subcontracting may be conditional on the following:

14.2.1 There being no unremedied breach of this document.

14.2.2 Supplier providing all information required by Moreland.

14.2.3 Supplier demonstrating to Moreland's satisfaction that the proposed subcontractor is responsible, of sound financial standing and intending and capable of performing the subcontracted obligations to the standard required by Moreland.

14.2.4 Supplier bearing any costs incurred by Moreland in giving its consent.

Supplier will remain liable

14.3 Supplier remains responsible for all subcontracted functions, responsibilities and obligations. Supplier will be liable for all acts, omissions, defaults and neglects of any subcontractor as if they were Supplier's acts, omissions, defaults or neglects.

Rights of subcontractors

14.4 No subcontractor will have any rights under this document against Moreland or be entitled to receive any payment under this document from Moreland.

Removal or replacement of subcontractor

- 14.5 Moreland may by notice to Supplier require Supplier to replace a subcontractor or cease using a subcontractor. Moreland will only do so if it has reasonable grounds for making the request, including if it considers that the subcontractor is failing to satisfactorily perform the subcontracted obligations.

15 Liability and indemnity

- 15.1 Supplier will be treated as being aware of all the dangers and risks associated with the performance of its obligations under this document.
- 15.2 Supplier will be liable for and continually indemnifies Moreland and its officers, employees, representatives and agents against all Loss suffered or incurred by any of those indemnified as a result of a breach of this document by Supplier, or anything that Supplier or its employees, agents, subcontractors or representatives do or fail to do under or in connection with this document. Without limiting the above, this includes any Loss caused by any breach of any representations or warranties provided, any infringement of the intellectual property rights of Moreland or a third party, any negligent or wrongful acts or intentional misconduct and any personal injury, death or loss of or damage to real or personal property.

16 Delays, defaults and defects

Delays

- 16.1 Supplier must immediately notify Moreland in writing if it believes at any time that it is unlikely to be able to deliver any Goods or any part of the Services by the date specified for delivery. The notice must contain detailed reasons for the anticipated delay and Supplier's best estimate of the expected delay. Notification will not relieve Supplier from any of its obligations under this document.
- 16.2 If Supplier provides Moreland with a notice under clause 16.1, Moreland may, in addition to any other rights it may have and at its discretion, either grant Supplier an extension of time to deliver the Goods or provide the Services or engage a third party to provide any goods or services that cannot be provided by Supplier in accordance with this document.

Defaults

- 16.3 If Supplier defaults in the performance of its obligations under this document, Moreland may give notice to it to remedy the default detailing the default. If Supplier fails to remedy the default within 5 business days of receipt of the notice, Moreland may suspend payment under this document until the default has been remedied or engage a third party to provide any goods or services that cannot be provided by Supplier in accordance with this document.

- 16.4 Suspension of payment will not in any way affect the continuing obligations of Supplier under this document and will be without prejudice to any other rights that Moreland may have against Supplier as a result of the default.

Defective Goods or Services

- 16.5 If Moreland considers that the provision of the Goods or Services is defective it may reject the Goods by returning them to Supplier or reject the Services by advising Supplier that it is rejecting the Services. Moreland may make good the defective Goods or Services by engaging a third party to provide Goods and Services as a replacement for the defective Goods and Services.

Liquidated damages

- 16.6 The Supplier recognises the importance to Moreland of Supplier supplying the Goods or performing the Services in accordance with this document.
- 16.7 If Supplier fails to supply the Goods or perform the Services in accordance with this document, Supplier must pay to Moreland (and Moreland may retain from the rates and charges) the amount specified in Schedule 1 in accordance with the provisions set out in Schedule 1.
- 16.8 The parties agree that the amount referred to in Schedule 1 is a genuine pre-estimate of all loss, damage, costs and expenses likely to be incurred by Moreland if Supplier fails to supply the Goods or perform the Services in accordance with this document.

Costs

- 16.9 If Moreland incurs any costs or expenses pursuant to clauses 16.2, 16.3 or 16.5, Supplier must reimburse Moreland for its costs or expenses. For the avoidance of doubt, this includes the cost of engaging a third party to perform any obligations under this document.

17 Conflicts of interest

- 17.1 Supplier must not undertake any work or supply any goods or services for other parties which may conflict with its obligations under this document. Supplier warrants that at the date of this document no conflict of interest exists or is reasonably foreseeable in relation to the performance of its obligations under this document.
- 17.2 Supplier must immediately notify Moreland of any matter which may give rise to an actual or potential conflict of interest at any time. If a conflict of interest arises during the term of this document, or any matter may give rise to an actual or potential conflict of interest, Supplier must notify Moreland immediately of the conflict or matter. Supplier must also set out its plan for resolving or avoiding the conflict and take such action as may be necessary to resolve or avoid the conflict

of interest. This may include any action that Moreland specifies to ensure that the conflict is resolved or avoided in a manner satisfactory to Moreland.

18 Insurance

Policies

- 18.1 Supplier must maintain the following insurance during the term of this document:
- 18.1.1 Public liability insurance for an amount not less than the amount specified in Schedule 1 in respect of any claim.
 - 18.1.2 Goods in transit insurance policy to cover all Goods to be supplied.
 - 18.1.3 Professional indemnity insurance to cover all Services to be supplied for an amount not less than the amount specified in Schedule 1 in respect of any claim.
 - 18.1.4 Workers' compensation insurance in respect of its employees and subcontractors to cover the maximum liability which may be imposed by law in each jurisdiction in which Goods or Services are to be provided.
 - 18.1.5 Any other insurance policies referred to in Schedule 1.

Insurer and terms

- 18.2 Each policy maintained in accordance with this clause must be with a reputable insurer and be on terms reasonably acceptable to Moreland.
- 18.3 The policies must cover Supplier and Moreland against any liability that may arise in the performance of Supplier's obligations under this document.
- 18.4 The insurance policies referred to in clause 18.1 (other than clause 18.1.3) must note the interest of Moreland as a customer of Supplier under this document.

Protection of insurance

- 18.5 Supplier must comply with and observe the terms of all insurance policies referred to in clause 18.1 and must not do anything which could result in any policy being rendered void or voidable.

Evidence of insurance

- 18.6 Supplier must deliver to Moreland evidence satisfactory to Moreland that Supplier has a particular insurance policy and that the policy is current within 24 hours of a written request by Moreland to do so.

Failure to insure

- 18.7 Moreland may immediately terminate this document if Supplier fails to maintain any policy referred to in clause 18.1. Alternatively, Moreland may elect to effect

or maintain any such policy and pay premiums on that policy, the cost of which will be paid on demand by Supplier to Moreland or may, at Moreland's option, be deducted by Moreland from any monies due or becoming due to Supplier under this document.

19 Termination

Termination by notice

- 19.1 Moreland may terminate this document at any time by 60 days written notice to Supplier.

Termination by Moreland

- 19.2 Moreland may immediately terminate this document by written notice to Supplier if any of the following occurs:
- 19.2.1 Supplier is in breach of its obligations under this document and does not remedy the breach (to the extent that it can be remedied) for 14 days after receiving a written notice from Moreland specifying the breach and requiring it to be remedied.
 - 19.2.2 Supplier is in breach of an essential term of this document or Supplier commits a breach of this document which Moreland considers cannot be remedied. The essential terms of this document include clauses 3.2, 3.3, 3.14, 3.15, 4.1, 4.7, 9.1, 11, 12, 14, 16, 17, 18 and 21.
 - 19.2.3 Supplier commits multiple or recurring breaches of this document, whether or not remedied.
 - 19.2.4 Supplier is the subject of an Insolvency Event.
 - 19.2.5 Supplier ceases, or indicates that it is about to cease, carrying on its business.
 - 19.2.6 There is a change in the person or persons in effective control of Supplier, including any change in the underlying beneficial ownership of Supplier.
 - 19.2.7 A crime is committed by Supplier's directors, shareholders, employees, agents or subcontractors which Moreland reasonably considers may have the potential to adversely affect Moreland's reputation.

Termination by Supplier

- 19.3 Supplier may immediately terminate this document by written notice to Moreland if any of the following occurs:
- 19.3.1 Moreland is in breach of its obligations under this document and does not remedy the breach (to the extent that it can be remedied) for 30

days after receiving a written notice from Supplier specifying the breach and requiring it to be remedied.

19.3.2 Moreland is the subject of an Insolvency Event.

20 Obligations at end of agreement

Return of property

20.1 When this document ends, whether by expiration of its term or on earlier termination, Supplier must immediately return all of Moreland's equipment, information, documents, records and other property used by it in the performance of its obligations or otherwise in Supplier's possession or control.

Consequences of termination

20.2 If this document is terminated for any reason the following provisions will apply:

20.2.1 Each party retains its rights under this document and at law in respect of any breach of this document by the other party.

20.2.2 Moreland must make payment to Supplier for the provision of Goods and Services before the date of termination, but Supplier will not be entitled to any other payment or any compensation as a result of termination.

20.2.3 Moreland may employ other persons to perform or complete the performance of Supplier's obligations under this document and Supplier will be liable for and must pay Moreland all costs of having other persons do so.

Clauses survive expiration or termination of agreement

20.3 The following clauses will survive the expiration or termination (for whatever reason) of this document: clause 10.4 (Records); clause 11 (Intellectual Property); clause 12 (Confidentiality); clause 13 (Privacy); clauses 21.3, 21.4, 21.5 (Warranties), clause 15.2 (Indemnities); clause 18.1.3 (Insurance); clause 20.2 (Consequences of termination) and any other clauses that make provision for continued operation.

21 Warranties

General warranties

21.1 Each party provides the following representations and warranties to the other party on a continuing basis:

21.1.1 It has full corporate power to enter into and give effect to this document and to complete the transactions contemplated by this document and

has taken all necessary action to authorise the execution, delivery and performance of this document.

- 21.1.2 At the date of this document, the execution, delivery and performance of this document by it does not contravene any contractual, legal or other obligations that apply to it.
- 21.1.3 On execution of this document, its obligations under this document will be valid, binding and enforceable.
- 21.1.4 Unless otherwise stated, it does not enter into this document as trustee of any trust.

Warranties as trustee

- 21.2 If Supplier enters this document as trustee of a trust, Supplier, as trustee, warrants each of the following:
 - 21.2.1 It is the sole trustee of the trust.
 - 21.2.2 It is not in default under the trust deed.
 - 21.2.3 The trust fund will not vest during the term of this document.
 - 21.2.4 It is authorised by the trust deed to enter into this document and to perform its obligations under this document.
 - 21.2.5 Its entry into this document and the performance of its obligations under this document are for the commercial benefit of the trust and the beneficiaries of the trust.
 - 21.2.6 All of its obligations under this document bind the assets of the trust.
 - 21.2.7 There are no limitations on the right of the Supplier to be indemnified out of the assets of the trust.
 - 21.2.8 It is not the trustee of any trust other than as disclosed in this document.
 - 21.2.9 It will not retire as trustee without Moreland's written consent and will ensure that no new trustee of the trust is appointed without Moreland's written consent.

Information provided

- 21.3 Supplier represents and warrants on a continuing basis that all information, representations, warranties and undertakings made or given by it to Moreland before the date of this document, whether in any tender, correspondence, negotiations or otherwise, are true, complete and accurate in all respects.

Improper inducement, influence or behaviour

- 21.4 Supplier represents and warrants on a continuing basis that it has not done anything to improperly or unlawfully induce, reward or influence any person in relation to the execution of this document or the supply or acquisition of goods or services under this document including the following:
- 21.4.1 Directly or indirectly offering, soliciting, giving, agreeing to give or receiving any gift, commission, rebate, money or consideration of any kind as an inducement or reward for improperly or unlawfully doing, not doing, influencing, favouring, disfavouring or carrying out any act.
 - 21.4.2 Seeking to influence decisions by improper means.
 - 21.4.3 Any other conduct which would constitute a breach of the secret commissions provisions of the Secret Commissions Act 1905 (Cth), the Crimes Act 1958 (Vic) or similar provisions in other jurisdictions.
- 21.5 Each party represents and warrants on a continuing basis that it has not improperly or unlawfully given or received, or agreed to give or receive, any gift, commission, rebate, money or consideration of any kind in relation to any advice given to or received by a party to this document which is or was intended in any way to induce or influence the party advised to enter into this document, or been involved in any other conduct prohibited by s179 of the Crimes Act 1958 (Vic).

22 Dispute resolution

- 22.1 If a dispute arises under this document, either party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute.
- 22.2 Nominated senior representatives of both parties must meet within 10 business days of the notice and endeavour to resolve the dispute in good faith. If such meeting does not take place or if after 10 business days of the meeting the dispute remains unresolved, the parties may refer the dispute to mediation in accordance with clause 22.3.
- 22.3 Within 5 business days of a dispute being referred to mediation pursuant to clause 22.2, the parties must agree on a mediator. If the parties do not agree on a mediator within that time, the mediator is to be appointed by The Institute of Arbitrators & Mediators Australia. The mediation is to be conducted in accordance with the Institute's Rules for the Mediation of Commercial Disputes. Each of the parties must co-operate fully with the mediator. The mediation shall be conducted no more than 15 business days after the mediator is appointed. Each of the parties must pay an equal share of the fees and expenses the mediator is entitled to. In the event that mediation proves unsuccessful after a period of 15 business days from the date it commences, the parties may pursue their rights at law.

- 22.4 During a dispute, each party must continue to perform its obligations under this document.
- 22.5 No party may commence any action or proceedings in relation to a dispute (other than as permitted under clause 22.6) without first complying with clauses 22.1 to 22.4 inclusive.
- 22.6 Clauses 22.1, 22.2 and 22.3 do not restrict or limit the right of either party to obtain interlocutory relief, or to immediately terminate this document where this document provides such a right.
- 22.7 This clause 22 is subject to clause 23.

23 Building and Construction Industry Payment of Security Act 2002

- 23.1 If the Goods or Services constitute “construction works” as defined in the Building and Construction Industry Payment of Security Act 2002 (Vic) (“BCIPS Act”), the following provisions shall apply:
- 23.1.1 If Section 15(4) of the Act applies, Moreland acknowledges that it must pay the claimed amount on the due date for that progress payment to which the payment claim relates and that clause 5.5 will no longer apply.
- 23.1.2 If the Supplier serves a notice to Moreland pursuant to Sections 16(2)(b) or 17(2)(b) of the Act, the parties acknowledge that clause 22.4 will no longer apply.
- 23.1.3 If Section 18 of the BCIPS Act applies, the adjudication procedures set out in the BCIPS Act rather than the dispute resolution procedures set out in clause 22 will apply.

24 Priority

- 24.1 In the event of any inconsistency in the interpretation of the various parts of this document, this document must be interpreted in accordance with the following order of priority:
- 24.1.1 Any special conditions set out in Schedule 1.
- 24.1.2 The terms set out in the body of this document.
- 24.1.3 The terms set out in Schedule 1 other than the special conditions.
- 24.1.4 Any documents or information incorporated by reference into this document.

- 24.2 The terms and conditions set out in this document override any inconsistent conditions in any document or other communication used by Supplier in relation to the provision of the Goods and Services or any industry practice or earlier course of dealing. This applies even if Supplier's acceptance of a purchase order or other document contains a similar condition to this one.

25 Notices

Giving notices

- 25.1 A notice, consent, information, application or request (Notice) that must or may be given or made to a party under this document is only given or made if it is in writing and sent in one of the following ways:
- 25.1.1 Delivered or posted to that party at its address set out in Schedule 1.
 - 25.1.2 Faxed to that party at its fax number set out in Schedule 1.
 - 25.1.3 E-mailed to that party at its e-mail address set out in Schedule 1.

Change of address, fax number or e-mail address

- 25.2 If a party gives the other party 3 business days notice of a change of its address, fax number or e-mail address, a Notice is only given or made by that other party if it is delivered, posted, faxed or e-mailed to the latest address, fax number or e-mail address.

Time notice is given

- 25.3 A Notice is to be treated as given or made at the following time:
- 25.3.1 If it is delivered, when it is left at the relevant address.
 - 25.3.2 If it is sent by post, 2 business days after it is posted.
 - 25.3.3 If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
 - 25.3.4 If it is sent by e-mail, on the same date that it is sent provided that the sender does not receive an email indicating that the email was not delivered to the recipient.
- 25.4 If a Notice is delivered, an error free transmission report in relation to it is received or a Notice is sent by e-mail, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

26 Miscellaneous

Approvals and consent

- 26.1 Except as otherwise set out in this document, Moreland may give or withhold an approval or consent to be given under this document in its absolute discretion and subject to any conditions determined by it. Moreland is not obliged to give its reasons for giving or withholding a consent or for giving a consent subject to conditions.

Assignment

- 26.2 Supplier must not assign any of its rights or obligations under this document without the prior written consent of the other parties.

Costs

- 26.3 Except as otherwise set out in this document, each party must pay its own costs in relation to preparing, negotiating and executing this document and any document related to this document.

Entire agreement

- 26.4 This document contains everything the parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this document was executed, except as permitted by law.

Execution of separate documents

- 26.5 This document is properly executed if each party executes either this document or an identical document. In the latter case, this document takes effect when the separately executed documents are exchanged between the parties.

Exercise of rights, powers and remedies

- 26.6 The rights, powers and remedies provided in this document are in addition to and not in lieu of the rights, powers or remedies provided by law independently of this document. Moreland may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by Moreland does not prevent a further exercise of that or of any other right, power or remedy.

Further acts

- 26.7 Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete this document and all transactions incidental to it.

Governing law and jurisdiction

26.8 This document is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Joint and individual liability and benefits

26.9 Except as otherwise set out in this document, any agreement, covenant, representation or warranty under this document by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

No authority to act

26.10 No party has any power or authority to act for or to assume any obligation or responsibility on behalf of another party, to bind another party to any agreement, negotiate or enter into any binding relationship for or on behalf of another party, or pledge the credit of another party, except as specifically provided in this document or by express written agreement between the parties.

Relationship between the parties

26.11 The relationship between the parties is that of principal and independent contractor. No party is an agent, representative or partner of any other party by virtue of this document. Supplier must not represent itself as an agent, representative or partner of Moreland in any circumstances.

Severability

26.12 If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

Special conditions

26.13 The special conditions set out in Schedule 1, if any, form part of this document.

Survival of indemnities

26.14 Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the indemnifying party, and survives termination of this document.

Time of essence

26.15 Time is of the essence in relation to all of Supplier's obligations set out in this document.

Variation

26.16 No variation of this document will be of any force or effect unless it is in writing and signed by the parties to this document.

Waiver

26.17 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

27 Definitions and interpretation

Definitions

27.1 In this document the following definitions apply:

Confidential Information means any information provided by Moreland or any of its employees, officers, agents or representatives to Supplier or any of its employees, officers, agents or representatives, or otherwise obtained by Supplier or any of its employees, officers, agents or representatives, whether obtained before or after execution of this document, in connection with Moreland, the Goods, the Services or this document. It includes the following:

- (a) All confidential business information, documents, records, financial information, reports, technical information and forecasts which relate to Moreland or Moreland's business.
- (b) Moreland's intellectual property.
- (c) The terms and conditions of this document.
- (d) Any information created under or arising out of the performance of obligations under this document.

Corporations Act means the Corporations Act 2001 (Cth).

Goods means the goods to be supplied to Moreland set out in Schedule 1.

Government Authority means any Commonwealth, State or local governmental authority, agency, department or regulatory body.

Information Privacy Act means the Information Privacy Act 2000 (Vic).

Insolvency Event in relation to a person means anything that reasonably indicates that there is a significant risk that that person is or will become unable to pay its debts as they fall due. This includes the following:

- (a) A meeting of the person's creditors being called or held.
- (b) A step being taken to make the person bankrupt or to wind the person up.
- (c) The appointment of a controller or administrator as defined in section 9 of the Corporations Act.
- (d) The person entering into any type of arrangement with, or assignment for the benefit of all or any of its creditors.
- (e) The person being made subject to a deed of company arrangement.
- (f) A step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the person or any of its assets.

Loss means any loss including any liability, cost, expense (including legal costs on a full indemnity basis), claim, proceeding, action, demand or damage.

Personal Information means information or an opinion (including information or an opinion forming part of a database), that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Privacy Legislation means any legislation protecting the privacy of individuals including, but not limited to the Information Privacy Act 2000 (Vic), the Health Records Act 2001 (Vic) and the Privacy Act 1988 (Cth).

Services means the services to be provided to Moreland set out in Schedule 1.

Interpretation

27.2 In the interpretation of this document, the following provisions apply unless the context otherwise requires:

- 27.2.1 Headings are inserted for convenience only and do not affect the interpretation of this document.
- 27.2.2 A reference in this document to a business day means a day other than a Saturday or Sunday on which all banks are open for business generally in Melbourne, Victoria.
- 27.2.3 If the day on which any act, matter or thing is to be done under this document is not a business day, the act, matter or thing must be done on the next business day.

- 27.2.4 A reference in this document to dollars or \$ means Australian dollars and all amounts payable under this document are payable in Australian dollars.
- 27.2.5 A reference in this document to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 27.2.6 A reference in this document to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- 27.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.
- 27.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 27.2.9 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 27.2.10 References to the word 'include' or 'including' are to be construed without limitation.
- 27.2.11 A reference to this document includes the agreement recorded in this document.
- 27.2.12 Any schedules and attachments form part of this document.

Execution and date

Executed as an agreement.

Date:

Signed for and on behalf of **Moreland City Council (ABN 46 202 010 737)** by its duly authorised representative in the presence of:

.....
Signature of witness

.....
Signature of authorised officer

.....
Name of witness (please print)

.....
Name of authorised officer (please print)

Executed by [insert name and ABN of Supplier] in the presence of:

.....
Signature of director

.....
Signature of director/secretary

.....
Name of director (please print)

.....
Name of director/secretary (please print)

Schedule 1

Supplier's details

(Page 1)

Name

ABN

Address

Term of agreement

(Clause 2)

Commencement date

Term

Goods

(Clause 3)

[Include a detailed description of all Goods to be provided including a full description of the Goods, specifications, quantities, delivery times, delivery details, special requirements, purposes etc.

The description can be set out in this Schedule or attached as an attachment to the agreement in which case the words "Refer Attachment ___" should be included.

If no Goods are to be provided, insert "Nil".]

Services

(Clauses 4)

[Include a detailed description of all Services to be provided including a full description of the Services, specifications, quantities, delivery times, delivery details, special requirements, purposes etc.

The description can be set out in this Schedule or attached as an attachment to the agreement in which case the words "Refer Attachment ___" should be included.

If no Services are to be provided, insert "Nil".]

Standards, operating principles, policies and procedures
(Clause 4.4)

Occupational Health & Safety Act 2004
All other relevant legislation requirements and standards applicable during this contract

Key people
(Clause 4.7)

Name
Position
Contact details

Name
Position
Contact details

Rates and charges
(Clause 5.1)

[Include a detailed description of all rates and charges to apply to the provision of the Goods and/or Services.

If a price review mechanism is to form part of the agreement, full details of the review mechanism and when and how it will apply should be included.

The details can be set out in this Schedule or attached as an attachment to the agreement in which case the words "Refer Attachment ____" should be included.]

Moreland's representative
(Clause 6.1)

Name
Position
Contact details

Supplier's representative
(Clause 6.1)

Name
Position
Contact details

**Continuous improvement and
cost reduction initiatives**

(Clause 8.1)

**Information to be included in
Reports** (Clause 10.2)

Intellectual Property

(Clause 11.2)

*[If Moreland has agreed that the Supplier can retain
copyright in certain materials, list the materials that
the Supplier wishes to retain copyright in, such as
any reports]*

Liquidated damages

(Clause 16.7)

Insurance

(Clause 16)

Public liability insurance
Minimum Amount

Professional indemnity insurance
Minimum amount

Other
Minimum Amount

Notices (Moreland)

(Clause 25)

Address
Fax number
E-mail address
Attention

Notices (Supplier)

Clause 25

Address

Fax number

E-mail address

Attention

Special conditions

(Clause 26.13)

All contractors are required to undergo an induction checklist for OH & S

Schedule 2

Record Keeping

The Supplier shall:

1. Maintain a full and accurate record of the business conducted under this contract.
2. Manage the information in (1) in accordance with the standards and associated references of Public Records Office Victoria (including current, re-issued, amended and new standards), as though Supplier were a public office.
3. Manage the information in (1) in accordance with the requirements of council.
4. Maintain a register of and index to information in (1) and provide this to Council at the request of a lawful representative of Council.
5. Unless otherwise stated, retain the information in (1) for the period specified by PROV.
6. Provide access to the records and copies of information to Council as long as the record is required to exist,
7. Provide information regarding the context of the creation of the records and the system of retention as required for the purposes storage and retrieval of records.
8. Maintain the information in (1) that supports its preservation and accessibility.
9. Unless otherwise specified, Council shall retain legal and beneficial ownership of records and information created in the course of business conducted under this contract.
10. Supplier shall be bound by the Information Privacy Principles and any applicable Code of Practice with respect to any act done or practice engaged in by the contractor for the purposes of this Agreement in the same way and to the same extent as Council would have been bound by the Information Privacy Principles and any applicable Code of Practice in respect of that act or practice had it been directly done or engaged in by Council.
11. Any records loaned to Supplier are loaned in accordance with PROV standards and guidelines issued by the Keeper of Public Records under the Public Records Act. These records are to be retained in the custody of Supplier until the date indicated below or until they are no longer required, under arrangements for their management, which meet all of the conditions of PROV standards and Council. These records shall remain the property of Council and custody will be returned to Council on request or by the date specified, whichever is earlier.
 - a. Date for return of records: 10 days after contract expires.