

Purchase Order Terms and Conditions - Goods and Services

This Purchase Order is placed with the supplier on the condition that the supplier fully complies with the terms and conditions of any contract made in writing and signed by Mount Isa City Council (Council) and the Supplier. If no such contract has been agreed with the Council, then this Purchase Order shall be subject to the following terms and conditions:

1. Supply: The supplier is not to supply goods, products, services and/or works ("Goods") unless the supplier has received a Purchase Order number from Council.
2. Inability to deliver: If, upon receipt of this Purchase Order, the supplier is unable to deliver by the agreed date specified through correspondence or noted on the Purchase Order, the supplier must immediately notify Council. Failing such advice, the Council reserves the right to cancel any Order or part thereof not supplied by the delivery date.
3. Reporting: The supplier shall, when services are provided on a time & material basis, or unless otherwise directed, supply supporting documentation for any labour, plant and materials daily i.e. Daily Work Sheet or equivalent. Documentation submitted to an authorised Council officer for sign off at the end of each day.
4. Variations: A variation MUST be approved in writing by the Council officer responsible for the works, goods or services being provided prior to proceeding with the variation. The variation requested must be fully detailed including the reason for the variation and the consequence if the variation is not approved. Proceeding with any work that is subject to the variation request prior to approval will not be paid for by the Council.
5. Standby: A contractor is not authorised to standby unless:
 - o Instructed to do so by the Council.
 - o The circumstances necessitating the standby are out of the contractor's control; and
 - o The standby is made necessary due to unsafe conditions for work to continue.
6. WH&S requirements: Suppliers are required to comply with the provisions of the *Work Health and Safety Act 2011 (Qld)*, associated subordinate legislation and Council policies/procedures and systems. Suppliers are required to adopt safe work practices in accordance with the Act. Any hazardous stores supplied are to be approved by the Council's workplace Health and Safety officer prior to initial supply. Copies of Safety Data Sheets are to be provided with the supply of any hazardous substances.
7. Assignment & sub-contracting: The supplier shall not assign and/or sub-contract the whole or any part of its obligations or rights under this Purchase Order without the prior written approval of Council. Any approval by the Council to allow the supplier to subcontract shall not relieve the supplier from its obligations under this Purchase Order.
8. IP and publicity: The supplier agrees not to use Council's name, logo or any intellectual property right of Council in any way, unless Council has given its prior written consent. The supplier must not make any public announcements or media statements about this Purchase Order or the supply of the Goods without the prior written approval of Council.
9. Delivery notes/invoices: Once the Goods have been properly provided, the supplier is to email its tax invoice to accountspayable@mountisa.qld.gov.au. To facilitate prompt payment, the tax invoice is to be emailed within 1 week of performance/delivery. If the supplier does not have email capacity, the tax invoice is to be posted to Accounts Payable, PO Box 815, Mount Isa QLD 4825 within 1 week of performance/delivery. Failure to issue an invoice within 60 days of performance/delivery is at Council's discretion, which may result in rejection of that tax invoice by Council. Tax invoices shall be made out to 'Mount Isa City Council' and must include the Purchase Order number and comply with the Australian Taxation Office' requirements for tax invoices. The supplier may include its delivery note number. A separate delivery note may be supplied for each delivery or part delivery. Purchase Order Number: The Purchase Order number must be quoted on all delivery notes, tax invoices and correspondence. Failure to include the Purchase Order number on a tax invoice may result in rejection of that tax invoice by Council.
10. Payment terms: Payment will be made 30 days from the date of a properly presented tax invoice, unless otherwise negotiated.
11. Check of goods upon receipt: The Goods supplied against an Order will be checked on receipt by the Council's authorised receiving officer. Wrongly supplied, misrepresented, faulty or damaged Goods will be returned to the supplier and the supplier will be notified as to whether or not replacement Goods are required, or the transaction is cancelled.
12. Queries relating to invoicing or payment should be sent to accountspayable@mountisa.qld.gov.au.

13. Laws: This Purchase Order is governed by the laws applying in the state of Queensland.
14. Warranty: The Supplier warrants that all goods or services delivered to Council:
 - a) will conform to the relevant description of the same contained in the Purchase Order Contract.
 - b) the goods shall be of good merchantable quality for the known purpose for which it is sold, new (unless otherwise specified), free from all liens and encumbrances and the Supplier has a good marketable title thereto.
 - c) the services will be performed in the best workmanlike manner with due care and skill by competent and trained personnel; and
 - d) shall be delivered or performed by the Date Required specified on the Purchase Order.These warranties are in addition to any warranty or guarantee provided by the Supplier in respect of the relevant element of the goods or services or as otherwise implied by Law.
15. For the avoidance of doubt these terms and conditions will override any terms and conditions of the Supplier unless Council otherwise agrees in writing.