



Victoria Police's Purchasing Terms and Conditions for provision of Goods and/or Services

VICTORIA POLICE

1. Entire Agreement

These terms and conditions together with the Purchase Order constitute the entire Agreement for provision of Goods and/or Services outlined in the Purchase Order, unless the Supplier (legal entity detailed on the Purchase Order) has executed a contract with Victoria Police for those same Goods/Services. Any signed Agreement entered into between the parties by an authorised delegate of Victoria Police for those Goods/Services will supersede these terms and conditions.

2. Term

The Agreement commences on the date that this Purchase Order is raised by Victoria Police and ends on delivery of the Goods or successful completion of the Services, subject to termination under this Agreement.

3. Supply of Goods and/or Services

- (a) The Supplier must provide Goods and/or Services as detailed in the Purchase Order to Victoria Police in accordance with any specification provided to it. The Supplier must deliver the Goods to the delivery address by the "Due Date" as specified in the Purchase Order (overleaf), or as agreed in writing between the parties.
- (b) The Supplier must complete the Services by the "Due Date" provided in the Purchase Order.

4. Price for the Goods and/or Services

The price applicable to the Goods and/or Services are set out in the Purchase Order and are fixed. Expenses may only be charged in accordance with the Purchase Order.

5. Invoicing and payment

- (a) The Unit Price of Goods and/or Services detailed in the Purchase Order is fixed and includes all packaging, transport, insurance, loading, unloading and storage costs and any other costs incurred by the Supplier.
- (b) The Supplier must submit to Victoria Police a tax invoice for the Purchase Price following the provision of Goods/Services which contains the information necessary to be a tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) together with such other information as Victoria Police may reasonably require.
- (c) Victoria Police will pay the invoiced amount within 30 days of receipt of an accurate invoice, or earlier if detailed in the Purchase Order. However, if Victoria Police disputes the invoiced amount it must pay the undisputed amount (if any) and notify the Supplier of the amount in dispute. The parties will endeavour to resolve any such dispute.
- (d) Payment of an invoice is not to be taken as evidence that the Goods or Services have been supplied in accordance with the Agreement but must be taken only as payment on account.
- (e) Victoria Police will, on demand by the Supplier, pay simple interest on a daily basis on any Overdue Amount, at the rate for the time being fixed under the *Penalty Interest Rates Act 1983* (Vic).

6. Liability

The Supplier must indemnify Victoria Police and each of its employees and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a direct result of any failure to deliver the Goods and/or Services in accordance with the Agreement or any other breach of the Agreement.

7. Intellectual Property Rights

The Supplier grants to Victoria Police a non-exclusive, perpetual, royalty-free licence to use any Intellectual Property Rights in relation to any Goods and/or Services supplied to the extent necessary to allow Victoria Police the full use and enjoyment of those Goods and/or Services and the Supplier must, upon request by Victoria Police, do all things as may be necessary (including executing any documents) to give full effect to such rights.

8. Insurance

The Supplier must obtain and maintain insurance cover at all relevant times sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the provision of the Goods and/or Services. On request, the Supplier must provide Victoria Police with evidence of certificates of currency of any insurance it is required to obtain.

9. Confidentiality and privacy

- (a) The Supplier and its employees, agents, directors, partners, shareholders and consultants must not disclose or otherwise make available any information pursuant to this Agreement or provided by Victoria Police in connection with this Agreement (**Confidential Information**) to any other person unless it is otherwise lawfully obtain or in the public domain other than by a breach of this Agreement.
- (b) The Supplier hereby consents to Victoria Police publishing or otherwise making available information in relation to the Supplier (and the provision of the Goods or Services) as may be required by the Auditor-General or with the *Freedom of Information Act 1982* (Vic).

- (c) The Supplier acknowledges that it will be bound by the Information Privacy Principles and any applicable code of practice with respect to any act done in connection with the supply of the Goods or Services in the same way as Victoria Police would have been bound had the relevant act been done or engaged in by Victoria Police.

10. Warranties in relation to Goods and/or Services

The Supplier warrants to Victoria Police that;

- (a) it has the right to sell and transfer title to and property in the Goods to Victoria Police;
- (b) it is entitled to deal with any intellectual property in the Goods and/or in connection in supplying the Services;
- (c) it and its employees, agents and contractors do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or appear to be in conflict with its obligations under this Agreement; and
- (d) where Victoria Police has either expressly or by implication made known to the Supplier any particular purpose for which the Goods and/or Services are required, with or without providing specifications, the Goods and/or Services must comply with those requisite purposes.

11. Non-Conforming Goods

Without limiting any other remedy that Victoria Police may have, if Goods supplied under this Purchase Order do not meet or exceed the standards required under this Agreement, on delivery or at any time during their intended useful life, Victoria Police will not be required to pay for those Goods and the Supplier must at its cost do either of the following at Victoria Police's election;

- (a) replace the non-conforming Goods, with Goods acceptable to Victoria Police; or
- (b) refund all money paid for those non-conforming Goods.

12. Title and Risk of Goods

Title in the Goods will pass to Victoria Police upon payment and risk in the Goods will pass upon delivery to Victoria Police.

13. Access

When entering the premises of Victoria Police, the Supplier must and must ensure that its employees, agents and sub-contractors use reasonable endeavours to protect people and property, prevent nuisance and act in a safe and lawful manner and comply with the safety standards and policies of Victoria Police (as notified to the Supplier).

14. Sub-contracting

- (a) The Supplier must not sub-contract to any third person any of its obligations in relation to the provision of Goods or Services without the prior written consent of Victoria Police (which may be given or withheld in its absolute discretion).
- (b) The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.

15. Compliance with Laws

The Supplier must, in providing the Goods and/or Services comply with all State laws of Victoria and Commonwealth laws of Australia, and any relevant Victoria Police policies applicable to the provision of Goods and/or Services.

16. Termination of Agreement for Goods and/or Services

Victoria Police may terminate this Agreement at any time, without cause, by giving written notice to the Supplier, who must on receipt immediately cease supplying any of the Goods or Services and take appropriate action to mitigate any loss.

17. Failure to perform

Without limiting any other remedy, if the Supplier fails to provide any of the Goods or/and Services in accordance with this Agreement, Victoria Police will not be required to pay for those Goods/Services and may require the Supplier to remedy any default or remedy the Services within the time specified in a notice, from Victoria Police which will be reasonable in each circumstance.

18. Disputes

If a dispute arises between the parties, both parties agree to perform their respective obligations under the Agreement pending resolution of such dispute. Both parties agree to attempt to resolve any dispute in good faith between nominated representatives.

19. Waiver and Assignment

A waiver of a right by a party does not prevent any other exercise of that right or of any other right. The Supplier must not assign its rights under this Agreement without consent from Victoria Police.

20. Survival Clauses

The clauses that survive this Agreement are 6, 7, 9, 10, and 11.

21. General

The Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

22. Supplier Code of Conduct

The Supplier acknowledges that:

- (a) the Supplier Code of Conduct is an important part of the State of Victoria's approach to procurement and describes the State of Victoria's minimum expectations regarding the conduct of its suppliers;
- (b) it has read and aspires to comply with the Supplier Code of Conduct; and
- (c) the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the supplier, whether under this Agreement or at Law.

Refer to <http://www.procurement.vic.gov.au/Suppliers/Supplier-Code-of-Conduct> for more information.