

GEELONG GRAMMAR SCHOOL TERMS AND CONDITIONS

1. INTERPRETATION

in these conditions:

- (1) **Goods** means the goods specified in the Purchase Order Schedule.
- (2) **School** means Geelong Grammar School.
- (3) **Supplier** means the Supplier of Services/Goods specified in the Purchase Order Schedule.
- (4) **Services** means the services specified in the Purchase Order Schedule.
- (5) **Order** means the order placed by the School for the Services/Goods.
- (6) **Specified Personnel** means any persons detailed in the Purchase Order Schedule as delivering all or any specific part of the Services/Goods.

2. GENERAL

The acceptance of this order by the Supplier includes acceptance of these terms and conditions as the sole basis of the sale to the exclusion of any conditions of sale appearing on any document of the Supplier whenever issued. Modification of these conditions expressed in any document of the Supplier does not apply to this order unless expressly accepted in writing by the School.

3. ALTERATIONS

No changes to this order are to be made by the Supplier without the written agreement of the School.

4. PRICE

This order is placed on a firm price basis in accordance with the price(s) detailed in the purchase order schedule and is not subject to increases in price without the School's prior approval in writing and includes provision of services by the Supplier at the place of delivery.

5. STANDARD TO CONFORM TO SPECIFICATIONS

The Supplier must ensure that the services/goods are provided in accordance with the purchase order schedule including time and place of service/goods delivery. Any in-progress inspection by the School's employees or agents or other representative does not effect this requirement. The services must be provided in a diligent and effective manner and to a high professional standard.

6. PHOTOGRAPHS

Any photograph commissioned is commissioned on the basis that the owner of the copyright in any photograph grants a perpetual royalty free license to the School to use that photograph as the School sees fit.

7. NO ASSIGNMENT OR SUB-CONTRACTING

- (a) the Supplier must not assign part or all of this order;
- (b) The Supplier must not use any subcontractors for the provision of the Services/Goods without the School's prior written consent. If the Supplier uses a subcontractor, the Supplier remains liable for the subcontractor's acts or omissions.

8. SPECIFIED PERSONNEL

The specified personnel must undertake all work in respect of delivery of the services in accordance with any details specified in the purchase order schedule.

9. INDEMNITY

8.1 the Supplier indemnifies the School against all:

- (a) loss and damage to property of the School; and
- (b) loss or liability incurred by the School; and
- (c) claims by any person against the School in respect of personal injury or death, loss of or damage to any property, including legal costs and expenses on a solicitor/own client basis and the costs of all time spent or resources used by the School and disbursements and expenses incurred by the School in defending any claim; arising out of any act or omission by the Supplier or any employees, agents or subcontractors of the Supplier whose fault or conduct or omission has caused or contributed to that liability, loss, damage or expense and/or any breach by the Supplier or its employees, agents or subcontractors of any obligations or performance under this Contract.

8.2 The indemnity under clause 8.1 is in addition to and not exclusive of any other right, power or remedy provided by law.

10. INSURANCE

The Supplier must maintain public liability insurance and or professional indemnity insurance as set out in the purchase order schedule.

11. DESIGNS AND SPECIFICATIONS TO BE RETAINED IN CONFIDENCE

Any goods or works made or done according to the School's design or using the School's logo or specifications or developed for the School at the direction of the School or any original or copy designs or specifications supplied by the School are held by the Supplier on the School's behalf and at the School's disposal and must not be disclosed or furnished to any other person, firm or government without the School's prior written consent. The Supplier must take all reasonable precautions to protect such confidentiality.

12. ADVERTISING

The Supplier must not, without the School's prior written consent, in any manner advertise or publish the fact that the Supplier has contracted to the School for the provision of services/goods.

13. CANCELLATION OF ORDER

- (a) The School reserves the right to cancel this Order or any part of this Order (with a pro rata reduction in the price) if the full amount of Services/Goods to be provided is not provided or will not be able to be provided on the terms specified in the Purchase Order Schedule.
- (b) The Supplier does not have and may not prosecute any claim whatsoever at law or in equity against the School if the School cancels the Order under the preceding sub-clause.
- (c) The Supplier must, in addition to any other liability, pay the costs of removing any equipment from the School's premises, if the School cancels the Order under paragraph (a) of this clause.

14. CONFLICT OF INTEREST

- 14.1. The Supplier warrants to the best of its knowledge after making reasonable inquiries, that at the date of this Order no conflict of interest exists or is likely to exist in respect of the Supplier's obligations under the Order.
- 14.2. The Supplier agrees that if a conflict of interest arises after the Order has been placed to:
 - 14.2.1. immediately notify the School in writing of the conflict and the steps the Supplier proposes to take to resolve or deal with the conflict;
 - 14.2.2. make full disclosure to the School of all relevant information relating to the conflict of interest; and
 - 14.2.3. allow the School to take reasonable steps to resolve or otherwise deal with the conflict of interest.
- 14.3 The Supplier must not:
 - 14.3.1 receive any payment, or any form of financial accommodation or any other benefit (financial or otherwise) from a third party that is in anyway related (including but not limited to the method of tendering for the Goods or Services) to the performance or provision of Goods or Services under this Order or any other Order; or
 - 14.3.2 make any payment, or provide any form of financial accommodation or any other benefit (financial or otherwise) to a third party that is in anyway related (including but not limited to the method of tendering for the Goods or Services) to the performance or provision of Goods or Services under this Order or any other Order that is not disclosed in full to the School, and any breach of this provision shall entitle the School to cancel this Order or any part of this Order or a previous Order.

15. NO AUTHORITY

The Supplier acknowledges that it has no authority or power for or on behalf of the School to enter into agreements, give or receive any instructions, or to incur or to assume any obligations on behalf of the School.

16. RELATIONSHIP BETWEEN PARTIES

The placement of this order will not constitute or be construed as a party being a partner, agent, employee or representative of another party.

17. PROTECTION OF PERSONAL INFORMATION

The Supplier agrees to comply with all privacy laws whether of a state or territory or the Commonwealth, and agrees that any personal information received, created or held by the Supplier for the purposes of the order shall be treated as confidential and not disclosed to any other person or firm unless the School consents to such disclosure.

18. COMPLY WITH LAWS

The Supplier must comply with all relevant statutes, regulations, bylaws and requirements of any commonwealth, state, territory or local authority which are relevant to the provision of services/goods to the School and, in particular, conduct of service providers when on School premises.

19. GST

if the provision of any service or supply by either party to the other under this order constitutes a taxable supply in accordance with a new tax system (*goods and services tax act 1999* or any act repealing or replacing that act, then the recipient of the taxable supply (recipient) must reimburse the Supplier of the taxable supply an amount equal to the GST payable on the taxable supply upon service upon the recipient of a written demand by the Supplier of the taxable supply for the reimbursement and upon receipt of the reimbursement the Supplier of the taxable supply must provide the recipient with a tax invoice.

20. COMPLIANCE WITH POLICIES

Contractors are required to comply with the School's policies for conducting business with the School, as amended from time to time. A copy of the current policies for conducting business with the School can be obtained from the School's website at www.ggs.vic.edu.au. Failure to comply with any of the policies will result in termination of this contract.