

## **Terms & Conditions**

### **1. Formation of Client Contract:**

The contract between the Client and Local Government Procurement Pty Ltd (LGP, the Contractor) comprises the following Terms and Conditions and the Client's purchase order. To the extent of any inconsistency, these Terms and Conditions shall take precedence and override any Client pro forma terms of purchase unless otherwise agreed to in writing.

### **2. Services Schedule:**

The Contractor will provide the Client with a program for the tasks and timeframes associated for completion of the Services. The Client is required to review and approve in writing the tasks and timeframes detailed in the program prior to contract commencement.

### **3. Client obligations:**

The Client must, as soon as practical, or as required by this contract, provide the Contractor with all relevant information relating to the Client's requirements in connection with the Services. This information shall include:

- a signed LGP proposal acceptance form;
- a Client purchase order;
- all relevant instructions;
- name and contact details of Client's contact person/ authorised representative;
- relevant drawings/specifications;
- information regarding the site or premises, and
- responses to any queries made by The Contractor which are necessary to provide the Services.

The nominated Client contact person will act as the Client's representative and will have authority to act on behalf of the Client for all purposes in connection with the proposal.

The Client is required to issue all instructions in writing.

### **4. Payment:**

Any and all invoices are to be paid in full thirty (30) days after the date of invoice.

In consideration of the provision of the Services, the Client will pay The Contractor the fee calculated in the manner and according to the dates or other payment milestones provided in the LGP proposal.

Any advanced payments shall not exceed the total amount outlined in the LGP proposal. In the event that the delivery of Services are affected by any delays deviating from the agreed upon schedule and outside the control of LGP, LGP reserves the right to retain request advanced partial payments in line with the original payment schedule.

#### **5. Premises:**

The Contractor will follow procedures and policies relating to work health and safety pertaining to the Client's premises. The Client must provide access to premises and related materials and resources as required by the Contractor in order to carry out the Services.

#### **6. Notices:**

Any notice given under this contract must be in writing and signed by an authorised officer and addressed to the intended recipient at the registered office address.

#### **7. Variations:**

Requests for variations to the Services must be issued in writing and may only be accepted if within the general scope of the original Services contract.

Notification of any variations resulting from a delay must be provided within seven (7) days of the delays to the original schedule provided by the Client.

The Contractor reserves the right to charge additional fees should the delays incur extra costs to the Contractor.

The Contractor must, as soon as practicable after the variation is requested, provide the Client with a written estimate of the time, cost and programming effects of the proposed variation. The Client must approve in writing the additional costs associated with any variations before the variation proceeds.

#### **8. Termination or Suspension:**

Either party may terminate or suspend this contract at will by providing two full business days' notice in writing. The Contractor reserve the right to recover any losses, damages or expenses as a result of Client termination or suspension.

Upon termination of this agreement the Client will pay the Contractor for the Services performed by the Contractor as at the date of termination, and as invoiced taking into account any reasonable adjustments and deductions.

The Contractor may at its own discretion withdraw its involvement: where the defaulting party makes any statement, fact, information, representation or provides material, which is false, untrue, or incorrect in a way which adversely affects the reputation of LGP; or

Where proceedings or investigations are commenced or threatened by the Independent Commission Against Corruption or similar public body against the Client including for corrupt conduct or for collusive pricing.

#### **9. Legislative Compliance:**

The Contractor will at all times adhere to all relevant Commonwealth and State legislative requirements, Australian Standards and relevant codes of practice, as well as any other policy and procedures specified in writing by the Client.

#### **10. Confidentiality, Intellectual property and Copyright:**

The parties agree that all documentation (including drawings, specifications, and reports) and information in connection with or arising from the Services will, subject to any legislative disclosure requirement, remain confidential in nature unless granted written permission by the other party.

The Contractor retains the Intellectual Property rights created under the terms of this agreement and used in performing the Services, unless otherwise agreed to in writing between the Contractor and Client. Any material provided by the client remains the property of the client.

The Client must not amend, edit, reproduce any of the materials provided by the Contractor including any digital video files produced by the Contractor, and must not distribute any materials including digital material provided by the Contractor to any third party without the prior written consent of the Contractor.

#### **11. Dispute Resolution**

Any dispute between the parties notified in writing, shall, in good faith, first be sought to be resolved by negotiation between each party's senior management.

If the dispute is not resolved in thirty (30) days of the first notice, the parties must submit the dispute to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation Rules