**Standard Terms and Conditions for Purchase Orders**

# These are the terms and conditions referred to in the Purchase Order (‘Purchase Order’).

**Interpretation:**

# When conditions apply

## These Standard Terms and Conditions apply to any contract that the Commonwealth of Australia as represented by the Department of Social Services **(DSS)** enters into by issuing a Purchase Order to the nominated supplier **(the Supplier)**, whether as an offer or acceptance of an offer **(the Contract)** and replaces all other communications.

## Subject to 2.1, these Standard Terms and Conditions will prevail if there is any conflict between them and the terms of any offer or acceptance by the Supplier.

## “Services” means any Contract Services, as specified in the Purchase Order.

# Fees and Payment

## The Supplier will only be entitled to render an invoice for an amount that is due for payment under this Contract.

## The Supplier will submit invoices to the DSS Contact Person as specified in the Purchase Order.

## The due date for payment will be 30 days after delivery of a correctly rendered invoice to the DSS Contact Person following acceptance by DSS of the Contract Services.

## An invoice will be taken to be correctly rendered if it contains:

* + - 1. the full title of the Contract Services;

the name of the DSS Contact Person;

the DSS Purchase Order Number;

the Supplier’s ABN (if applicable);

the Supplier’s bank account details;

bank details (if electronic payment is being used);

* + - 1. the amount claimed in the invoice is:
	1. in accordance with the Contract Services for which payment is claimed; and
	2. the Contract Services have been performed to the satisfaction of DSS and accepted by DSS;
		+ 1. the invoice is accompanied, where required, by documentation that provides evidence that the Contract Services have been performed or, where the Supplier is invoicing DSS for an instalment, that the relevant part of the Contract Services have been performed, and provides detail of the hours worked for which fees are charged;
			2. the amount claimed in the invoice is due for payment; and
			3. the invoice is a valid tax invoice and complies with the requirements of the *A New Tax System (Goods and Services Tax) Act 1999*.

# Indemnity

## The Supplier indemnifies DSS against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of use of the Services.

# Assignment

## The Supplier must not, without consent in writing from DSS, assign the Supplier’s rights or obligations under the Contract.

# Subcontractors

## The Supplier must not, without consent in writing from DSS, subcontract the whole or any part of the work of the Services.

## The Supplier will be liable to DSS for the acts and omissions of any subcontractor as if those were the acts or omissions of the Supplier.

# Termination

## If the Supplier:

1. fails to deliver the Services by the date required by the Contract;
2. is in breach of any other material term of the Contract;
3. being an individual, commits an act of bankruptcy, becomes a bankrupt, executes a deed of assignment under Part 10 of the Bankruptcy Act 1966 as amended or a creditor accepts a composition under the Act or any analogous overseas law; or
4. being a corporation (other than for the purpose of reconstruction or amalgamation)
5. is the subject of a compromise or arrangement with its creditors;
6. in respect of property which a receiver or a receiver and manager is appointed; or
7. in respect of which a provisional liquidator, liquidator or other administrator is appointed.

## DSS can, without prejudice to any other rights and remedies it has under the Contract or otherwise, terminate the Contract in whole or in part by notice in writing to the Supplier.

# Compliance with Government Policies

## The Supplier shall:

1. in its dealings with its employees, have due regard to Commonwealth policies on employment including equal employment opportunity, access and equity, affirmative action, occupational health and safety, and workplace diversity;.
2. use best endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people. The Supplier shall not contract out of this obligation; and
3. comply with its obligations, if any, under the *Disability Discrimination Act 1992*. Information about the Commonwealth Disability Strategy can be obtained from the Department of Social Services website at <<http://www.dss.gov.au>>

# Applicable Law

## The Contract will be governed by and construed in accordance with the law in force in the Australian Capital Territory.