

Conditions of Order

Dedicated to a better Brisbane

1. 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 Brisbane 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:
2. Price variations: Price variations will not be considered by Council unless written advice is received at least one week prior to the proposed implementation date of any such variation. Failure to comply with this instruction will result in payments being made at no more than the price shown in the Purchase Order.
3. Supply: The supplier is not to supply goods, products, services and/or works ("Goods") unless the supplier has received a Purchase Order from Council.
4. 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.
5. Blanket Order: The Council may send a Purchase Order to the supplier which states 'this is a Blanket Order'. Blanket Orders are used by Council to facilitate frequent ongoing requirements with suppliers. The price on the Blanket Order is not a commitment of spend by Council. When a Blanket Order is received, the supplier is only to supply the Goods if/when requested to do so by Council.
6. Inability to deliver: If, upon receipt of this Purchase Order, the supplier is unable to deliver by the date specified in 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.
7. WH&S requirements: Suppliers are required to comply with the provisions of the *Work Health and Safety Act 2011 (Qld)* and associated subordinate legislation. Suppliers are required to adopt safe work practices in accordance with the Act. Any hazardous stores supplied are to be approved by the Council Occupational Health and Safety Unit prior to initial supply. Copies of Material Safety Data Sheets are to be provided with the supply of any hazardous substances.
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. 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.
10. Delivery notes/invoices:
 - i. Once the Goods have been properly provided, the supplier is to email its tax invoice in PDF format to accountspayable@brisbane.qld.gov.au.
 - ii. To facilitate prompt payment, the tax invoice is to be emailed within 24 hours of performance/delivery. If the supplier does not have email capacity, the tax invoice is to be posted to Accounts Payable, GPO Box 1434, Brisbane QLD 4001.
 - iii. Tax invoices shall be made out to 'Brisbane City Council' and must include the Purchase Order number and comply with the Australian Taxation Office' requirements for tax invoices.
 - iv. The supplier may include its delivery note number. A separate delivery note may be supplied for each delivery or part delivery.
11. Payment terms: Payment will be made 30 days from the date of a properly presented tax invoice, unless otherwise negotiated. Payment method will be via electronic funds transfer (EFT) unless otherwise negotiated.
12. 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.
13. Correspondence: All enquiries in connection with this Order should be sent to the Council Purchasing Services team at PurchasingService@brisbane.qld.gov.au. Queries relating to invoicing or payment should be sent to BCCAPqueries@brisbane.qld.gov.au.
14. Laws: This Purchase Order is governed by the laws applying in the state of Queensland.