Brisbane City Council

Contract

# Goods/Services Contract

# (Short Form Once – Off)

**Contract title:** {Insert title}

**Contract Number:** {Insert number}

**Contractor:** {Insert name}

**RM ref:** CA13/297411

*Brisbane City Council’s Tender Manager - Internal QA signature: \_\_\_\_\_\_\_\_*

**Template version:** Version 9.1 – April 2023

SECURITY LABEL: Template – **PUBLIC**.

If executed or contains pricing/personal info/negotiated terms – **SENSITIVE: COMMERCIAL-IN CONFIDENCE**

# USING THIS TEMPLATE:

**AMENDING OR EDITING THIS CONTRACT MAY LEAD TO CROSS-REFERENCE ERRORS IN THE DOCUMENT.**

This document contains cross-referenced links. Use the below process to identify and fix cross-reference errors before the document is submitted for approval or printing. If you have any queries or need guidance or advice, please contact the Governance Team in SPO.

1. **Displaying automated clause cross-references:**

All clause cross-references within the document are set as automatically updated fields. These cross-references should remain unchanged if there are no changes to the formatting, styles or numbering. Sections in the document can be deleted without impacting remaining cross-references.

Displaying cross-reference fields will highlight where there are cross-referenced links are in the document and help avoid unintentional amendments that could result in a broken link.

To highlight the cross-references:

* click **File**
* select **Options**
* select **Advanced**
* scroll down to the section labelled **Show Document Content**
* and use the drop-down list against **Field Shading** to select **Always**
* Click **OK** at the bottom of the dialogue box to return to the document

1. **Updating Contents table and clause cross-references:**

After editing the document, update all cross-references including the Contents table and check for broken cross-reference links. This process can be used at any stage to ensure cross-references remain updated.

To refresh cross-references:

* click **CTRL+A** (select all),
* click on **F9**
* in the resulting dialogue box select **Update entire table**.

1. **Identifying and fixing broken cross-reference links**

A broken cross-reference link will not update and will return an error message will appear in the text as ‘***Error! Reference source not found*’.**

To find the broken cross-reference links:

* click **CTRL+F**
* type **error**
* press **enter**

To fix the broken cross-reference link:

* highlight the ***Error! Reference source not found***
* select **References** in the ribbon menu
* select **Cross-reference** and a dialogue box will open
* at the top of the Cross-reference box, check the following:
  + **Reference Type**:  Numbered item
  + **Insert Reference to**: Paragraph number (full context)
  + **Insert as a hyperlink**: checked
* Find the relevant clause number, select it and then click **Insert** and **Close** the dialogue box.

## INSTRUMENT OF AGREEMENT

### Contract

This Contract is for the provision of Goods/Services.

### Between

This Contract is between You and the Council.

### Recitals

* 1. The Council requires the provision of the Goods/Services.
  2. You have offered to provide the Goods/Services for the Contract Price in accordance with the Contract.
  3. The Council has accepted Your offer.

### It is agreed as follows

* 1. **Contract Particulars**

These Contract Particulars set out details of the Contract for the purposes of the Terms and Conditions. References in these Contract Particulars to clauses are references to some of the key clauses in the Terms and Conditions.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| (a) | Council’s Representative:  *[Clause 14(a)]* | Name: {Insert} | | | | |
|  |  | Position: {Insert} | | | | |
|  |  | Email: {Insert} | | | | |
|  |  | Tel: {Insert} | | | | |
| (b) | * + 1. You (the Contractor):   *[Clause 1(n)]* | Company/entity name: {Insert} | | | | |
|  |  | ABN: {Insert} | | | | |
|  |  | ACN if a company: {Insert} | | | | |
| (c) | * + 1. Your Representative:   *[Clause 14(b)]* | Name: {Insert} | | | | |
|  |  | Position: {Insert} | | | | |
|  |  | Email: {Insert} | | | | |
|  |  | Tel: {Insert} | | | | |
| (d) | Commencement Date and Completion Date:  *[cross/tick applicable box]*  *[Clause 3]* |  | The Commencement Date is within {insert number} days of written notification by Council’s Representative.  The Completion Date is within {insert number} of weeks of the Commencement Date. | | | |
|  |  |  | The Commencement Date is {insert specific date}.  The Completion Date is {insert specific date}. | | | |
| (e) | * + 1. Warranty Period:   *[Clause 5(h)]* |  | The Warranty Period is {insert number of weeks or months or years} from the Completion Date. | | | |
|  |  |  | Not applicable | | | |
| (f) | * + 1. Time for submitting Your invoice:   *[cross/tick applicable box]*  *[Clause 9]* |  | {insert eg weekly, fortnightly, monthly in arrears} | | | |
|  |  |  | Upon completion of the Goods/Services. | | | |
|  |  |  | Other basis as specified in the Schedule B- Contract Price. | | | |
| (g) | Submission of Invoices:  *[Clause 9]* | Invoices are to be emailed to: [accountspayable@brisbane.qld.gov.au](mailto:accountspayable@brisbane.qld.gov.au)  If the Contractor does not have the capability to email invoices, hard copy invoices are to be sent to: Brisbane City Council, GPO Box 2567, Brisbane QLD 4001. | | | | |
| (h) | * + 1. Insurance:   *[Clause 12]* | Type of insurance | | Policy No | Valid to | Amount |
|  |  | Workers Compensation Insurance to the extent required by the laws of the State of Queensland: | | {insert policy no.} | {insert date} | Statutory limits |
|  |  | Public liability insurance: | | {insert policy no.} | {insert date} | ${insert amount} per occurrence |
|  |  | Product liability insurance: | | {insert policy no.} | {insert date} | ${insert amount} per occurrence and in the aggregate in any one period of insurance |
|  |  | Motor vehicle legal liability insurance including supplementary bodily injury: | | {insert policy no.} | {insert date} | {insert amount - see SPO website if unsure} |
|  |  | insert additional type of insurance | | {insert policy no.} | {insert date} | ${insert amount} |
|  |  | insert additional type of insurance | | {insert policy no.} | {insert date} | ${insert amount} |

* 1. **Terms and conditions**

The Terms and Conditions of this Contract are as set out at Schedule A.

* 1. **Contract Price**

The Contract Price is as set out at Schedule B.

* 1. **Specifications**

Specifications for the Goods/Services are as set out at Schedule C.

### Execution

Executed as a contract for and on behalf of:

* 1. **Execution by the Contractor**

the Contractor by its duly Authorised Representative:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (a) | Name: | {Insert} | Position: | {Insert} |
| (b) | Signature: | …………………………………………. | Date: |  |

In the presence of:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (a) | Name: | {Insert} | Position: | {Insert} |
| (b) | Signature: | …………………………………………. | Date: |  |

* 1. **Execution by the Council**

the Council by its duly appointed officer:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (a) | Name: | {Insert} | Position: | {Insert} |
| (b) | Signature: | …………………………………………. | Date: |  |

In the presence of:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (a) | Name: | {Insert} | Position: | {Insert} |
| (b) | Signature: | …………………………………………. | Date: |  |

### System identifiers

|  |  |  |
| --- | --- | --- |
| 6.1 | Council Purchase Order number: | {Insert} |
| 6.2 | Council Supplier number: | {Insert} |

## SCHEDULE A – TERMS AND CONDITIONS

#### DEFINITIONS

In this Contract:

* 1. “**Claim**” means any costs, losses, damages or any liability of any kind directly or indirectly suffered or incurred by the Council and/or any claim, demand, action, suit or proceeding that may be made or brought by any person against the Council;
  2. “**Commencement Date**” is as stated at 4.1(d) the Contract Particulars;
  3. “**Completion Date**” is as stated at 4.1(d) in the Contract Particulars;
  4. “**Contract**” means the Instrument of Agreement executed by the Council and the Contractor including all of its schedules and any attachments;
  5. “**Contract Particulars**” means the information stated in clause 4.1 of the Instrument of Agreement;
  6. “**Contract Price**” means the fees and charges nominated in Schedule B to this Contract;
  7. “**Council**” means Brisbane City Council as represented by the Council’s Representative;
  8. “**Council’s Representative**” means the person specified at clause 4.1(a) in the Contract Particulars and any replacement who is appointed in accordance with clause 4.1(a);
  9. “**Goods/Services**” means the goods and/or services (whichever is applicable) as specified or referred to in the Instrument of Agreement;
  10. “**GST**” means the tax on the provision or supply of goods and services (or similar tax) as defined and imposed by *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) together with all associated legislation and any additional or substituted legislation;
  11. **“GST Laws”** means the GST law (as defined by A New Tax System (Goods and Services Tax) Act 1999 of the Commonwealth) together with all associated legislation and any additional or substituted legislation:
      1. providing for any value added tax, consumption tax, retail sales tax or other goods or services tax; or
      2. dealing with price exploitation and excessive profit taking prohibited by such laws;
  12. “**Instrument of Agreement**” means the instrument executed by You and Council to which this Schedule A is attached;
  13. “**Legislative Requirements**” means all Commonwealth, State and local laws (including all applicable regulations, instruments, by-laws issued under such laws), licences, industrial awards, permits and all other lawful requirements applicable to the proper provision of the Goods/Services by You and Your personnel;
  14. “**Specifications**” means the description of the Goods/Services as attached and/or referred to in Schedule C - Specifications;
  15. “**You**” means the individual or company identified at clause 4.1(b) of the Instrument of Agreement; and
  16. “**Warranty Period**” means the period as stated at 4.1(e) the Contract Particulars.

1. FORMATION OF CONTRACT – A contract will not be formed unless You have signed the Instrument of Agreement and Council has signed the Instrument of Agreement and provided a copy to You.

#### DURATION OF THIS CONTRACT – You must:

* 1. You must commence the provision of the Goods/Services on the Commencement Date; and
  2. Complete the Contract requirements (in accordance with the Contract) by the Completion Date.

This Contract **cannot** be extended without the prior written approval of Council’s Representative. This Contract cannot be extended if the total payments made by Council under this Contract exceed $300,000 (exclusive of GST).

To avoid doubt, this excludes the Warranty Period.

1. INCONSISTENCIES AND PRECEDENCE OF DOCUMENTS – In the event:
   1. of any conflict or inconsistency between:
      1. any documents which form the Specifications (or any attachment); and
      2. these terms and conditions of Contract;

these terms and conditions of Contract shall prevail to the extent of any such conflict or inconsistency.

* 1. The parties acknowledge and agree that any exclusion or limitation of liability included in the Schedules (or any attachments to the Schedules) are deemed to be void and of no effect.

#### YOUR OBLIGATIONS – You must:

* 1. ***(general obligations***) provide the Goods/Services in accordance with the Specifications, this Contract and Legislative Requirements and do all things necessary in order to:
     1. carry out all Services (if any are required) in a proper and workmanlike manner using all reasonable care and skill;
     2. provide Goods (if any are required) which are:
        1. suitable for the purpose as intended by the Specifications;
        2. are free of defects of any kind (including design, workmanship and/or materials);
        3. are not used, re-conditioned or refurbished unless such a state either is expressly permitted by the Council Specifications or is as expressly agreed in writing by the Council’s Representative; and
        4. free of all encumbrances of any type whatsoever and capable of having title assigned to Council as and when required by this Contract;

This includes (but is not limited to) doing all things necessary in order to properly provide and perform the Goods/Services, compliance with all applicable legal, regulatory and other mandatory obligations and use of only suitably experienced and qualified personnel directly in the provision of the Goods/Services;

* 1. ***(no variations***) not undertake any variation to the Goods/Services without complying with clause 8 of this Contract;
  2. ***(Your agents)*** ensure You and Your employees, agents and sub-contractors directly engaged in the provision of the Goods/Services fully comply with Your obligations under this Contract;
  3. ***(delivery)*** in relation to the progress and delivery of the Goods/Services:
     1. deliver all Goods in accordance with the delivery requirements (if any) in the Council Specifications;
     2. Unless the Specifications contain an express statement to the contrary, all Goods must be properly packaged and delivered to Council so as to reach Council in an undamaged condition and unaffected by climatic conditions which may have occurred from the time the Goods left their place of manufacture to the time they are delivered to Council;
     3. provide or deliver the Goods/Services at such places and within the time frames contained in the Specifications. Where the Specifications are silent on such matters, You must provide or deliver the Goods/Services in a prompt and expeditious manner at no additional cost to Council; and
     4. advise and consult with Council’s Representative as to the progress and delivery of the Goods/Services and do so and when reasonably required by the Council’s Representative;
  4. ***(intellectual property)*** not infringe the intellectual property rights of Council or any third party when providing or undertaking the Goods/Services;
  5. ***(confidentiality)*** treat and keep strictly confidential all information which the Council owns or has nominated as being confidential in nature to Council and not disclose such information except either as required by law. You must fully comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 (Qld) as if such provisions applied strictly to you.
  6. Further, You must not make any statements to any other party about this Contract without the prior written approval of the Council’s Representative; and
  7. ***(warranty period)*** comply with this warranty provision.

If, during the Warranty Period, Council identifies a defect in the Goods/Services:

* + 1. Council will promptly notify You by written notice of the defect; and
    2. within five (5) working days of receipt of such written notice, You must (at Council’s option) either:
       1. re-perform or re-supply the Goods/Services to Council’s reasonable satisfaction; or
       2. repair or replace the non-conforming or defective part(s) of the Goods/Services; or
       3. refund to Council the Contract Price for such Goods/Services paid by Council;

and do so at Your own cost in all things (including, but not limited to, the location, removal of the defect, transportation, labour, levies, taxes and replacement and re-testing).

If You do not commence or complete such rectification as required by this clause, this is a breach of contract and Council has the right to:

* + 1. have the rectification carried out by third parties pursuant to clause 14(f); and
    2. recover the moneys paid to such third parties as a debt due and payable to Council under clause 14(f) (provided such costs are reasonable) and in doing so, recover them by way of set-off under clause 14(g).

This clause only applies if a Warranty Period is specified in the Contract Particulars.

1. TITLE – You warrant that You have full legal and equitable title (or the right to assign such title) in the Goods/Services.

Title in all Goods/Services shall pass to Council upon payment. If payment occurs before delivery, You must adequately insure (at Your own cost) the Goods/Services against loss and damage to the full extent of their value until such time as they are delivered to Council in accordance with this Contract.

1. ACCEPTANCE – Council is entitled to inspect and/or test the Goods/Services. If Council is of the reasonable opinion that any of the Goods/Services do not meet the requirements of this Contract, Council may at its sole and absolute option, elect to:
   1. reject and return the Goods/Services to You at Your expense. In such a case, Council is not liable to pay for such non-conforming Goods/Services; or
   2. require You to replace or re-perform the non-conforming Goods/Services at Your own expense. In such a case, You will do so in a prompt and efficient manner. Until such time as Council can reasonably be satisfied with the Goods/Services provided, it is under no legal obligation whatsoever to pay for the non-conforming Goods/Services.

The fact that Council inspects and/or tests the Goods/Services will not in any way relieve You of liability for the Goods/Services in the event that the Goods/Services do not comply with this Contract.

1. VARIATIONS/AMENDMENTS – In relation to:
   1. any variation or amendment to the Specifications or the quantities of Goods/Services – irrespective of whether such variation or amendment is sought by either You or Council, such variation or amendment can **only** be made if:
      1. the written approval of the Council’s Representative is obtained prior to the variation or amendment is implemented or commenced by either You or Council; and
      2. such approval specifies in detail the:
         1. full nature and details of such variations or amendment to the Specifications or the quantities of Goods/Services; and
         2. the resulting increases or decreases the Contract Price and/or the delivery timeframe(s).

Further, any such variation or amendment is only effective as of the date of such written notice;

* 1. any variation or amendment to the Specifications or the quantities of Goods/Services sought by Council:
     1. Council will provide You with written notice detailing the nature and extent of such variation or amendment; and
     2. within fourteen (14) days of You receiving such a notice (or such longer period as is specified in the notice from Council), You must then advise Council as to whether You agree to the variation or amendment and provide details of the change (if any) to the Contract Price.

Any such variation or amendment is not effective until the Council’s Representative has provided written approval in accordance with this clause. ***No other Council officer can seek or direct any variation or amendment to the Specifications or the quantities of Goods/Services***; and

* 1. any amendment to this Contract terms and conditions – this can only be undertaken with the prior written approval of Council’s Chief Procurement Officer or any person acting in that role.

#### INVOICE AND PAYMENT

* 1. The Contractor shall submit invoices in accordance with clause 4.1(f) in the Contract Particulars.
  2. The invoices are to be sent in accordance with clause 4.1(g) in the Contract Particulars.
  3. The Contract Price shall be paid by Council:
     1. within 30 days of receipt of a valid tax invoice from You; and
     2. only if:
        1. You have properly performed the Goods/Services in accordance with this Contract;
        2. The invoice has been properly rendered; and
        3. Your invoice is presented to Council within ninety (90) days of the proper performance of the Goods/Services in question.
  4. An invoice will not be deemed to have been properly rendered unless it:
     1. is sent to the address as detailed in clause 4.1(g) in the Contract Particulars, specifies the title of this Contract, the contract number of this Contract, (or any other number as the Council’s Representative may, from time to time, specify in writing to the Contractor as being required to be inserted on any invoice), the name of the relevant business unit of Council and the name and address of the Council’s Representative;
     2. provides such details of the Contract Price sought as the Council’s Representative may from time to time require (which may include the attachment of receipts, the number of hours involved and the amounts of GST (if any) that are applicable to the invoiced Goods/Services (or part thereof)); and
     3. where Services are charged on a time basis - records the number of hours and days spent by individual persons on the Services. Such records must be verified by a competent officer of the Contractor;

and it is a tax invoice as may be required under the GST Laws to allow the Council to obtain an input tax credit in respect of any amount of GST payable by the Council for those Goods/Services and the invoice clearly specifies (in dollars) the amount of GST payable by Council under that invoice. All such invoices must be invoiced in arrears and at such times as specified 4.1(f) in the Contract Particulars (unless otherwise agreed in writing with the Council’s Representative).

#### CONTRACT PRICE – You can only charge Council for the costs or expenses as specifically referred to in the Schedule B – the Contract Price.

Council is **not** liable to pay any additional costs and expenses (including, but not limited to, import duty, foreign exchange fluctuations, labour and/or commodity price rises, compliance costs or delivery price rises) unless:

* 1. they are specifically specified in Schedule B – the Contract Price; or
  2. You have obtained written agreement from the Council’s Representative **and** done so prior to incurring such additional costs and expenses.

This means that the Contract Price is fixed for the duration of this Contract **unless** either of the above exceptions apply.

Nothing in this clause or this Contract in any way prevents You or Council agreeing to reduce all or part of the Contract Price in any way – even if such reduction is only temporary.

1. LIABILITY – It is a condition of this Contract that the liability of each party shall be as determined by common law and all applicable Legislative Requirements. Accordingly, no form or type of liability is excluded or limited by this clause or this Contract.
2. INSURANCE – As and from the Commencement Date and at all times during this Contract, You must maintain at Your own cost appropriate insurance policies of the types and to the values as stated in the Contract Particulars. You must promptly provide Council with evidence of such insurance if and when requested by Council’s Representative.

#### TERMINATION

* 1. At any time, the Council may in its sole and absolute discretion, determine to terminate all or part of this Contract immediately and without prior notice to You if during the term of this Contract:
     1. You enter into any form of insolvency administration;
     2. You (or any member of Your staff):
        1. have breached any Legislative Requirements applicable to the provision of the Goods/Services or have infringed the intellectual property rights of any third party;
        2. have engaged in any conduct or practice that is detrimental or harmful to the good name, reputation or interests of the Council; or
        3. are found to have offered or given any gratuity, bonus, discount or bribe of any sort to any member of Council or any officer, employee or agent of the Council (whether in relation to this Contract or not);
     3. You have failed to rectify a default within the time period specified in a Default Notice; or
     4. Council is of the opinion that the Contract ***either*** no longer satisfactorily meets Council’s current or future business requirements in relation to the Goods/Services ***or*** no longer provides Council with value for money in relation to the provision of Goods/ Services. In forming such an opinion, Council will have regard to:
        1. whether there have been changes in the market for the provision of Goods/ Services; and/or
        2. any other factors or issues which Council believes causes the Contract to no longer delivers value for money to Council in relation to the provision of Goods/ Services.

Such termination shall be effected by the Council giving You a written notice terminating this Contract (a “**Termination Notice**”) and specifying the date of termination (“**the Termination Date**”). For paragraph (iv) above, the Termination Date shall be 7 days from the date of the Termination Notice.

The effect of a Termination Notice is that:

(1) those parts of the Contract to which the Termination Notice relates shall terminate on the Termination Date; and

(2) Council will **only** be liable to pay You for those Goods/Services which have been properly performed/delivered up to the Termination Date. If You continue to provide Goods/Services after that date, You are **only** entitled to payment if such supply is **not** affected by the Termination Notice.

* 1. If You have breached any of Your obligations under this Contract, Council may give You written notice (“**Default Notice**”) requiring You to remedy such breach within 7 days (or such other time as specified in the Default Notice) from the date of that notice.

However, if You do not completely remedy the breach as required, then Council can:

* + 1. terminate this Contract under clause 13(a); and/or
    2. exercise its rights under clause 14(f).
  1. The parties may otherwise terminate this Contract by mutual agreement **provided that** Council is **only** liable to pay You for those Goods/Services which have been properly performed/delivered up to the agreed termination date.

#### MISCELLANEOUS

* 1. ***(Council’s Representative)*** At any time during this Contract, Council may replace the nominated Council’s Representative with another person and shall advise You of such change (including all relevant contact details) by written notice. The replacement shall be effective as of the date of such written notice.
  2. ***(Notices)*** Notices to each party may be delivered either by prepaid post, hand or email transmission to our respective addresses. In the case of the Council, they must be directed and sent to the Council’s Representative and in Your case, to Your Representative as specified in Your Quote. Notices are deemed to have been given:
     1. five days after deposit in the mail with postage prepaid;
     2. when delivered by hand; or
     3. if sent by email - on the date of the email is delivered to the intended recipient’s inbox.

If a notice is received after 5:00pm, it will be deemed to be given on the next Business Day.

* 1. ***(Assignment)*** You must not assign or sub-contract any of Your rights under this Contract without the prior written consent of the Council. Such consent may be subject to any conditions the Council deems appropriate to protect its interests.
  2. ***(Relationship of the parties)*** Nothing in this Contract shall be construed as creating a relationship of employer and employee or principal and agent or partnership as between the parties nor shall You represent yourself as being in any such relationship with Council.
  3. ***(Council approvals)*** Where this Contract requires the approval of Council to be given, Council is not required to be reasonable (unless stated to the contrary by this Contract) and can impose whatever conditions it deems appropriate in order to grant such approval.
  4. ***(Engagement of third parties)*** In the event that You fail to comply with Your obligations under the Contract, and have failed to rectify such breach as and when required by the Council, the Council has the right to engage a third party to provide the Goods/Services in question and shall be able to recover from You the moneys paid to such third parties provided that such costs are reasonable. Such costs shall be a debt due and owing to the Council.
  5. ***(Set off)*** Council shall have the right at any time to set off any amounts You owe Council under this Contract against any moneys Council may owe you under this Contract.
  6. ***(Entire Agreement)*** This Contract is the entire agreement in relation to the Services. It may only be varied pursuant to clause 8 of this Contract.
  7. ***(Waiver)*** A waiver by a party of any default under this Contract shall not in any way prejudice the rights of that party and shall not be deemed to be a continuing waiver or a waiver of any other default under this Contract.
  8. ***(Force Majeure)*** Neither You or Council will be in default of this Contract where such default:
     1. is caused by an act or event beyond the reasonable control of the defaulting party and the defaulting party did not in any way directly contribute to such default; and
     2. was not reasonably foreseeable at the time this Contract was entered into.
  9. ***(Severability)*** If any terms of this Contract are invalid or unenforceable to any extent, they shall be severed from this Contract which shall then continue to be valid and enforceable to the fullest extent permitted by law.
  10. ***(Applicable Law)*** The applicable law of this Contract is the law of Queensland.
  11. ***(Survival)*** The obligations contained in clauses 5(f), 5(g), 11, 12 and 14(a) to (l) inclusive shall survive the expiration or early termination of this Contract.
  12. ***(Privacy)*** Where you collect or have access to Personal Information as defined in the *Information Privacy Act 2009* (Qld) (“the Act”) in order to provide the Goods/Services, you must:
      1. fully comply with Parts 1 and 3 of Chapter 2 of the Act as if references to “agency” in those Parts of the Act were references to You; and
      2. immediately notify the Council on becoming aware of any breach or potential breach of your obligations under this clause or the Act.

## SCHEDULE B – CONTRACT PRICE

The Goods/Services are to be provided in return for the following fees and charges (the “Contract Price”):

*[cross/tick the applicable box]*

a lump sum amount of       (plus GST).

being a schedule of rates (plus GST) attached to this document.

being a mixture of lump sum payment(s) & schedule of rates (plus GST) attached to this document.

## SCHEDULE C – SPECIFICATIONS FOR THE GOODS/SERVICES

{Insert}