



*Dedicated to a better Brisbane*

## **Terms and Conditions – Registration as potential Supplier to Council via SAP Ariba**

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### **1 Definitions**

- (1) Contract means any contract formed between the Supplier and Council for delivery of goods and/or services to Council (and includes any purchase order, standing offer, panel arrangement or preferred supplier arrangement).
- (2) Council means Brisbane City Council.
- (3) Personnel means an employee, agent, officer, director, partner, consultant, joint venturer, contractor, subcontractor or invitee of the Supplier.
- (4) SAP Ariba means the platform of that name, which is available for registration, including provision of Supplier Details to Council.
- (5) Supplier means the entity that is identified in the information provided to Council as part of the registration process on SAP Ariba.
- (6) Supplier Details means the information which is provided to Council by the Supplier about the Supplier (including name, ABN, ACN, insurance details, financial details, bank account details and otherwise).
- (7) Terms and Conditions means this document.

### **2 Binding nature**

- (1) The Supplier acknowledges and agrees that it is bound by these Terms and Conditions and will comply with these Terms and Conditions on and from the date the Supplier accepts these Terms and Conditions (including by clicking 'accept').
- (2) The Supplier acknowledges and agrees that:
  - (a) the opportunity of the Supplier to be notified of quotes and/or tenders being conducted by Council is valid and due consideration for the Supplier's promises as contained in these Terms and Conditions; and
  - (b) without limiting 2(2)(a), these Terms and Conditions are binding on the Supplier as they are incorporated by reference in any Contract.

### **3 No guarantee of Contracts**

- (1) The Supplier acknowledges and agrees that registration with Council through SAP Ariba (including the provision of Supplier Details) does not guarantee that the Supplier will receive any particular opportunity to supply goods and/or services to Council or that the Supplier will obtain any Contract.
- (2) If the Supplier elects to quote or tender to supply Council with any goods and/or services, then the Supplier acknowledges and agrees that the 'conditions of quote', 'conditions of tender' or other conditions (as may be notified by Council), will govern the process for the applicable quote or tender.

- (3) The Supplier acknowledges and agrees that the provision of any goods and/or services to Council will be subject to entry into a Contract and that the Contract will incorporate these Terms and Conditions, in addition to the other terms and conditions which are agreed to form part of that Contract.

#### **4 Responsibility for Supplier Details**

- (1) The Supplier:
- (a) acknowledges and agrees that:
    - (i) the Supplier is solely responsible for guaranteeing the accuracy, reliability, completeness and currency of the Supplier Details; and
    - (ii) Council may rely on the Supplier Details for any purposes (including discharging its payment obligations under any Contract), without the need for any further enquiry, testing or checks with the Supplier or otherwise;
  - (b) represents and warrants to Council that the Supplier Details are and will remain accurate, reliable, complete and current;
  - (c) represents and warrants that the Supplier Details do not and will not contain errors, inaccuracies, be out of currency or be unsuitable or otherwise unfit for Council's reliance; and
  - (d) provides the Supplier Details at its own risk.
- (2) The Supplier must, and represents and warrants to Council that it will at all times:
- (a) update the Supplier Details through SAP Ariba as and when the Supplier makes any business or operational changes which affect the Supplier Details;
  - (b) not attempt to change Supplier Details other than through SAP Ariba;
  - (c) ensure all communications, invoices and other inputs provided to Council (of any nature related to payment to the Supplier, including bank account details), when provided to Council (whether in person, online or otherwise), are consistent with, and not contradictory to, the Supplier Details; and
  - (d) have in place:
    - (i) effective measures to safeguard the physical and electronic custodies of the Supplier Details, to protect against any unauthorised access or other negligent or malicious behaviour of any person and to ensure that all Personnel are bound by the same or equivalent terms and conditions as these Terms and Conditions; and
    - (ii) reasonable security systems, measures and controls for the Supplier Details if held electronically, such that access to and ability to alter the Supplier Details is suitably restricted through the security systems, measures and controls (including with suitable password protection, multifactor authentication and other good industry practices to guard from unauthorised access).
- (3) Without limiting clause 4(2), and without any obligation of Council to do so, the Supplier authorises Council to make any enquires of the Supplier or other persons, as Council may consider necessary in order to verify the Supplier Details or which is otherwise in accordance with Council's policies, processes and procedures.

#### **5 Personal Information**

- (1) The Supplier must ensure that in the provision of the Supplier Details or otherwise, that it complies with, and ensures its Personnel will also comply with the requirements of *Information Privacy Act 2009* (Qld), as if the Supplier and its Personnel were bound by the *Information Privacy Act 2009* (Qld) in the same manner as Council.

- (2) Council's Privacy Policy applies to any personal information (as defined in the *Information Privacy Act 2009* (Qld)) collected by Council. The personal information provided by the Supplier to Council may be used by Council for the purposes of processing payments, other related financial reporting activities, the business and operations of Council (including with respect to requests for quote, tenders and Contracts) and otherwise for matters which Council determines are an appropriate use.
- (3) Further information about Council's privacy policy is available at <https://www.brisbane.qld.gov.au/about-council/governance-and-strategy/privacy-and-legal>

## **6 Payments to the Supplier**

- (1) To the maximum extent permitted by law, the Supplier acknowledges and agrees that any obligation of Council to make payment to the Supplier in connection with a Contract, is contingent upon the Supplier's compliance with these Terms and Conditions.
- (2) The Supplier must ensure that all invoices are issued in accordance with the requirements of the Contract, in accordance with laws (including *A New Tax System (Goods and Service Tax) Act 1999* (Cth)) and unless expressly stated otherwise in the Contract:
  - (a) with following information:
    - (i) Council's Purchase Order Number (found on the Purchaser Order or as supplied to the Supplier by Council); and
    - (ii) the Work Order / Project Number – if listed as part of the Contract; and
  - (b) to Council's Accounts Payable team at [accountspayable@brisbane.qld.gov.au](mailto:accountspayable@brisbane.qld.gov.au)
- (3) Payment of any invoice issued by the Supplier will be deemed to be made by Council when Council has instructed its bank to credit the bank account which is recorded as part of the Supplier Details.
- (4) The Supplier acknowledges and agrees, without limitation to any other provision in these Terms and Conditions:
  - (a) that Council is not responsible for delay in payment or errors in payment which are:
    - (i) caused or contributed to by the Supplier, including the Supplier failing to comply with these Terms and Conditions (including any failure to provide an accurate bank account nominated as part of the Supplier Details); or
    - (ii) otherwise outside of Council's reasonable control, including delays or errors in any banking system; and
  - (b) Council reserves the right to pay the Supplier by a means other than directly to the bank account nominated in the Supplier Details (by cheque or otherwise), as Council may determine appropriate or required from time to time.
- (5) In the event of an incorrect or erroneous payment by Council to the Supplier (whether in part or in whole), the Supplier must immediately repay the amount incorrectly or erroneously paid to the Supplier (unless directed in writing by Council otherwise in accordance with clause 6(6)).
- (6) Council may direct the Supplier to acknowledge in writing a credit owing to Council (in the amount incorrectly or erroneously paid to the Supplier), which may be set off by Council in accordance with clause 6(7). The Supplier must promptly acknowledge in writing any debt owing on receipt of a direction of Council under this clause 6(6).
- (7) The Supplier agrees that Council has the right to set off against any future invoice, debt, claim or liability owing to the Supplier, any amount paid to the Supplier incorrectly or in

error or any other amount which is due and owing from the Supplier to Council (whether under any Contract or otherwise). This right is exercisable by Council, whether or not the Supplier has complied with, or is otherwise in breach of, any obligation under clauses 6(5) or 6(6).

## **7 General Provisions**

- (1) These Terms and Conditions are governed by the law in force in the State of Queensland.
- (2) The Supplier irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Queensland and courts of appeal from them in respect to any proceeding arising out of or in connection with these Terms and Conditions.
- (3) When used in these Terms and Conditions, the words “including”, “includes” and other similar phrases are not words of limitation and are to be read as if followed by “without limitation”.
- (4) If a provision in these Terms and Conditions is invalid under the law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (5) The Supplier may not rely on the words or conduct of Council as a waiver of the benefit of these Terms and Conditions, unless that waiver is expressed in writing and signed by Council.
- (6) Council may update these Terms and Conditions from time to time, and any updated Terms and Conditions will be binding on the Supplier from the date the updated Terms and Conditions are notified to the Supplier and accepted by the Supplier (including by clicking ‘accept’).
- (7) The Supplier agrees it has not relied on any statement, representation or inducement of Council in accepting these Terms and Conditions.

## **8 Authorisation**

By marking the ‘acceptance’ of these Terms and Conditions, you warrant to Council that you have authority to bind the Supplier and your acceptance of these Terms and Conditions is made for and on behalf of the Supplier.