



PURCHASE ORDER

Purchaser: UrbanGrowth NSW Development Corporation of Level 12, 19 Martin Place,
Sydney, NSW 2000 ABN 41 163 782 371

Supplier:

Address:

Phone:

Services	
Goods	
Delivery Point	
Commencement Date	
Completion Date	
Fee	
Key Personnel	

Contract

The Purchase Order, the Purchase Order Terms annexed and the following documents (if any):

.....

.....
[insert any other documents, including any special conditions],
together, comprise the contract between the parties.

PURCHASE ORDER TERMS

1. General

- 1.1 Unless the context otherwise indicates, the following definitions and interpretations apply in the Contract:
- (a) each word or phrase which appears in bold (or is identified in the purchase order) has the meaning given to it;
 - (b) "including" (and any variant) is to be read as if followed by "without limitation"; and
 - (c) terms defined in the GST Legislation have the meaning as given to them in the GST Legislation.
- "**Contract**" means the contractual relationship between the parties constituted by (in order of priority):
- (a) the purchase order terms; and
 - (b) any other documents referred to in the purchase order.
- "**GST Legislation**" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.
- "**UrbanGrowth NSW's Policies**" means UrbanGrowth NSW's code of conduct, its safety policies, procedures and requirements and UrbanGrowth NSW's policies which are published on its website.
- 1.2 The Contract is governed by the laws of New South Wales.
- 1.3 A failure or delay by the Purchaser to exercise any of its rights under the Contract does not constitute a waiver of those rights by the Purchaser.
- 1.4 The Contract constitutes the entire agreement and understanding between the parties in respect of its subject matter. On any performance of the contract by the Supplier (be it partial or otherwise), the Supplier confirms its acceptance of the Contract Terms and Conditions and agrees that it intends to be legally bound by the Contract.

2. Performance and Payment

- 2.1 The Supplier must perform the Services as specified by the Purchaser (and/ or must supply Goods as specified by the Purchaser) in accordance with the Contract and with any further directions by the Purchaser, from the Commencement Date as specified by the Purchaser and must complete the Services (and must supply the Goods) by the Completion Date as specified by the Purchaser.
- 2.2 The Purchaser will pay amounts on account of the Fee as agreed to by the parties in writing within one month of receipt of the relevant tax invoice in a form acceptable to the Purchaser.
- 2.3 If GST is payable by an entity ("**Provider**") in relation to any supply that it makes under or in connection with the Contract, the parties agree that:
- (a) any consideration provided for that supply under or in connection with the Contract ("**Agreed Amount**") is exclusive of GST;
 - (b) an additional amount will be payable by the party providing consideration for that supply ("**Recipient**") equal to the amount of GST payable by the Provider on that supply; and
 - (c) the additional amount is payable at the same time as any part of the Agreed Amount is to be first provided for that supply and the Provider must provide a tax invoice (or multiple tax invoices, if necessary) to the Recipient in respect of that supply, no later than that time.

- 2.4 The Supplier, for each invoice that it submits for payment to the Purchaser in accordance with the Contract, must ensure that the Purchaser's purchase order number is quoted on the invoice.
- 2.5 If the Purchaser disputes an amount in an invoice, pending resolution of the dispute, the Purchaser will pay the amounts not in dispute. On the Purchaser's request, the Supplier must immediately provide the Purchaser with all necessary records supporting the amount in the invoice and reissue the invoice for the undisputed amount when requested by the Purchaser.

3. Quality and Acceptance

- 3.1 The Supplier warrants to the Purchaser that the Services will be performed:
- (a) in compliance with the Contract and with the requirements of all applicable laws;
 - (b) in accordance with best industry practices and in compliance with all relevant Australian standards; and
 - (c) with due care and skill expected of a professional person experienced in performing the same or similar services.
- 3.2 In relation to the provision of any Goods under the Contract, the Supplier warrants that the Goods will:
- (a) be supplied with good title and free from any encumbrance or charge;
 - (b) be free from any defects in workmanship and materials;
 - (c) be of merchantable quality and otherwise in accordance with the Contract;
 - (d) conform to any nominated specifications by the Purchaser;
 - (e) be new and fit for purpose; and
 - (f) be compliant with all applicable codes, laws, rules and regulations.

The Purchaser shall not be obliged to pay for any Services (and any Goods) found not to be in accordance with the Contract.

- 3.3 The Purchaser's payment for (and acceptance of) the Services (and the Goods) shall:
- (a) be without prejudice to any rights or remedies the Purchaser may have arising from any breach of the Contract by the Supplier; and
 - (b) not constitute approval by the Purchaser of the Supplier's performance of its obligations under the Contract.
- 3.4 If the Purchaser rejects any Services (and any Goods), the Supplier must at its cost, if requested by the Purchaser, re-perform the Services (and re-supply the Goods).
- 3.5 While performing any Services or supplying any Goods under the Contract, the Supplier must not cause any damage or loss to any property of the Purchaser.

4. Delivery, title and risk

- 4.1 The Supplier must deliver the Goods to the Delivery Point as specified by the Purchaser.
- 4.2 Full unencumbered title to each of the Goods will pass to the Purchaser upon the earlier of the:
- (a) Purchaser making any payment on account of the Fee of the relevant Goods; or

- (b) relevant Goods being accepted (or deemed to have been accepted) by the Purchaser in accordance with clause 5.2 of the Contract.

4.3 Risk in each of the Goods will remain with the Supplier until the relevant Goods have been accepted (or deemed to have been accepted) by the Purchaser in accordance with clause 5.2 of the Contract.

5. Inspection and acceptance of Goods

5.1 The Purchaser has the right to inspect any of the Goods at any time to determine whether the Goods are in accordance with the Contract.

5.2 Without limiting clause 3.3 of the Contract, each of the Purchaser and the Supplier agree that:

- (a) the Purchaser must, within 10 business days of delivery of the relevant Goods to the Delivery Point, confirm in writing to the Supplier, whether it accepts the relevant Goods; and
- (b) if the Purchaser does not confirm in writing to the Supplier whether it accepts the relevant Goods in accordance with paragraph (a), the Purchaser is deemed to have accepted the relevant Goods.

6. Personnel

6.1 Unless otherwise agreed by the Purchaser in writing, the Key Personnel (as nominated by the Supplier and notified to the Purchaser) must perform the Services.

7. Intellectual Property

7.1 All intellectual property created by the Supplier for the purposes or in connection with the Contract vests in and is assigned to the Purchaser and the Supplier must do everything to give effect to this clause.

7.2 The Supplier grants to the Purchaser a perpetual, irrevocable, worldwide, royalty-free, transferrable, non-exclusive licence to use, reproduce, publish and communicate to the public any intellectual property of the Supplier that existed prior to the formation of the Contract that is incorporated into the Services (and the Goods) or is required to be used to exercise any rights granted in relation to the Services (and the Goods).

8. Insurance and Indemnity

8.1 The Supplier must effect and maintain from the Commencement Date insurance policies adequate to cover its potential liabilities arising under the Contract, including without limitation: public liability insurance; professional indemnity insurance and workers' compensation insurance.

8.2 The Supplier indemnifies the Purchaser against any loss, damage, cost or expense the Purchaser incurs or suffers as a result of any breach of the Contract, negligence or other wrongful act or omission by the Supplier.

9. Variation

9.1 No agreement or understanding varying the Contract is binding unless such variation is in writing and is signed by both the Purchaser and the Supplier.

10. Confidentiality

10.1 All information provided to the Supplier in connection with the Contract remains the property of the Purchaser and must be kept confidential by the Supplier and not disclosed to any other person unless necessary for supplying the Services (and the Goods) or as required by law.

11. Termination

11.1 Without prejudice to any other rights it may have, the Purchaser may terminate the Contract immediately by notice in writing to the Supplier, if the Supplier breaches the Contract and does not remedy the breach within the time specified in any notice requiring it to remedy the breach or if the Supplier is or becomes subject to proceedings which may result in the Supplier becoming bankrupted, wound up, under voluntary administration or subject to the control of a receiver or receiver and manager.

11.2 If the Purchaser terminates the Contract under clause 11.1, the respective rights and liabilities of each of the Purchaser and Supplier are the same as they would be at common law if the Supplier had wrongfully repudiated the Contract.

11.3 The Purchaser may terminate the Contract without reason at any time upon the provision of 14 days prior written notice to the Supplier. The Purchaser will pay any Fees payable up to the date of termination.

12. Assignment and Subcontracting

12.1 The Supplier must not assign its rights under the Contract or subcontract any of its obligations under the Contract, without the Purchaser's prior written consent.

12.2 Despite subcontracting any obligations under the Contract, the Supplier will remain liable for the subcontractor's acts or omissions.

12.3 The Purchaser may, by notice to the supplier and without the supplier's approval, assign, transfer or novate the Contract or any right, benefit or interest thereunder.

13. Compliance

13.1 The Supplier must (and must ensure that its subcontractors) comply with any law, and requirements of organisations having jurisdiction in connection with the Services (and the Goods), applicable to the Services (and the Goods) (including any laws, and requirements of the Purchaser, in respect of work, health and safety) and, to the extent they are not inconsistent with the Contract, all relevant Australian standards.

13.2 Without limiting clause 13.1, the Supplier must (and must ensure that its subcontractors) comply with UrbanGrowth NSW's Policies while carrying out the Services (and supplying the Goods) under the Contract.