

## Terms & Conditions of a Purchase Order

### 1. GENERAL:

- 1.1 Trading terms are **30 days** from end of month in which claim for payment is received. **Unless otherwise agreed in writing.**
- 1.2 **Purchase order numbers must be quoted** on all claims for payment. Suppliers should not undertake any work or supply goods or services without an official purchase order, except in extreme emergencies such as requirements when fighting a bushfire – **significant evidence must be provided.**

### 2. FAILURE TO DELIVER:

- 2.1 The Town of Kwinana reserves the right to cancel the order and obtain the items or services elsewhere in situations where unavailability of the items or delays in delivery of an item or a service will cause disruption to a works or service program or sale of asset.

### 3. RESPONSIBILITY FOR GOODS IN TRANSIT:

- 3.1 The Town of Kwinana will not accept responsibility for damage to goods in transit, where delivery is made by a carrier nominated by the supplier.
- 3.2 Responsibility for goods received will only be accepted after delivery docket has been signed by an authorized officer of the Town of Kwinana, quantities checked and good condition of goods established.

### 4. CONTRACTOR'S SAFETY & EQUIPMENT:

- 4.1 Contractors must adhere to the provisions of the **Occupational Safety and Health Act 1984, Amendments Act 1995 and Safety & Health Regulations 1996** and in particular **Section 19** of this Act which requires the contractor to provide a safe working environment & equipment where employees are not exposed to hazards.
- 4.2 Where hazards cannot be removed, risk control measures **must** be implemented.
- 4.3 Contractor's employees are expected to comply with the same Occupational Safety and Health Standards as those followed by the Town of Kwinana staff, *e.g. Main Roads WA Traffic Management for Works on Roads Code of Practice and Town of Kwinana, Skin Protection Policy, etc.*

### 5. ITEMS UNDER TENDER/QUOTATION:

- 5.1 Tender/Quotation number **must** be quoted on all claims for payment.
- 5.2 Tenderer /Respondent shall be deemed to have examined the Conditions of Tender/Quotation, General Conditions of Contract, Form of Tender/Quotation, Specifications and Schedule issued at time of tender/quotation.

### 6. MATERIALS, LABOUR AND CONSTRUCTIONAL:

- 6.1 Except to the extent that the **contract/purchase order** otherwise provides, the contractor shall supply everything necessary for the proper performance of the contractors obligations and discharge of the contractors liabilities under the contract.

### 7. INSURANCE:

- 7.1 The Contractor, at their own cost, shall effect **adequate** insurance against any risk or liability arising out of or in connection with the Goods/Services including, public liability insurance, product liability insurance, workers' compensation and employers' liability insurance and comprehensive motor vehicle third party liability insurance. If requested by Town of Kwinana the Contractor shall provide copies of its certificates of currency evidencing the insurances identified above.

### 8. STATE LAWS:

- 8.1 All purchases shall be governed by the laws of the State of Western Australia.

### 9. CONTRACTOR RECORD KEEPING OBLIGATIONS

- 9.1 The Contractor shall maintain and submit records in accordance with the State Records Act 2000 and as required by the Town of Kwinana Record Keeping Plan and Records Management Policy and Procedures (Contractor/Consultant Procedure); a copy of this procedure is also available on Council's Website.

**NOTE:** It is the responsibility of the Contractor to obtain and examined all information relevant to the risks, contingencies, and other circumstances having an effect on their offer to supply which is obtainable by the making of reasonable enquires; *including obtaining a copy of the Town of Kwinana's Skin Protection Policy.*