

1 Agreement

- (a) The entire agreement between the parties is comprised of the Purchase Order, these Purchasing Terms and Conditions and any other documents expressly referred to in the Purchase Order (**Agreement**). If there are inconsistencies or ambiguities between documents comprising the Agreement, Council will direct the Supplier as to the interpretation and the Supplier must comply with the direction and will not be entitled to Claim as a result of the direction. For the avoidance of doubt, if the Supplier has been engaged by Council under a standing offer arrangement or a panel agreement (as applicable), the terms of that standing offer arrangement or panel agreement will apply to the extent of any inconsistency.
- (b) The Supplier is deemed to have accepted the terms of this Agreement (and the Agreement shall be binding) when both of the following have occurred:
- the Supplier has received Council's written or verbal confirmation to perform the Supply; and
 - the Supplier has received a Purchase Order from Council, and the Supplier irrevocably accepts that only the documents set out in clause 1(a) shall form part of the Agreement (unless there are any Variations making alterations to those documents).
- (c) The parties agree that the terms and conditions of the Agreement supersedes any previous negotiations and apply notwithstanding and to the exclusion of any subsequent terms and conditions issued by the Supplier (including without limitation on any order confirmation or similar document).

2 Warranties

- (a) The Supplier represents and warrants to Council that it has:
- carefully examined and acquired actual knowledge of the contents of information made available by Council;
 - made investigations and assessments of the work, risks, contingencies and circumstances involved in performing the Supply and it has reviewed all information Council has made available and is otherwise obtainable by reasonable enquiries, in relation to the Supply;
 - satisfied itself that the Price covers the cost of complying with all obligations under the Agreement; and
 - the necessary authority and power to enter into the Agreement and to perform the obligations under it.
- (b) The Supplier warrants to Council that the Supply will:
- match the description of the Supply ordered by Council and comply with any scoping documentation or specifications supplied by Council;
 - comply with any applicable laws, regulations, licences, permits, approvals and Australian Standards; and
 - be fit for the purpose(s) described in the Agreement or which Council has otherwise made known to the Supplier, or in the absence of such expressed purpose, be fit for the purposes for which goods or services of the same kind as the Goods or Services are commonly procured.
- (c) Any review, comment, approval or non-approval by Council of the Supply, including without limitation any documents provided by the Supplier, does not relieve the Supplier of its obligations or liabilities under the Agreement.

3 Goods

- (a) The Supplier warrants that any Goods supplied will:
- correspond with any sample the Supplier provided to, or showed to, Council prior to or after a Purchase Order is issued by Council;
 - unless agreed otherwise, be new, of merchantable quality and free from defects in materials and workmanship; and
 - be free from liens, charges and encumbrances of any kind and that the Supplier is able to pass good title to the Goods.

- (b) Delivery of the Goods will have occurred only when the Supplier has:
- delivered the Goods to the Site in accordance with the Agreement and (unless otherwise agreed) unloaded the Goods at the part of the Site designated by Council;
 - received a delivery receipt or other written acknowledgment email from Council's Personnel for the Goods delivered; and
 - provided all installation instructions, maintenance and operating manuals, engineering data, spare parts lists and other information as reasonably required for the installation, operation and maintenance of the Goods, as applicable.
- (c) The Supplier must properly pack and protect any Goods to ensure they are not damaged during delivery, unloading and storage.
- (d) Risk in the Goods only passes to Council upon delivery of the Goods in accordance with clause 3(b) subject to risk passing back to the Supplier for any period when the Goods are made available by Council for the purposes of clauses 5(b)(iii) and 5(b)(v).
- (e) Unencumbered title to the Goods passes to Council on payment or delivery (whichever occurs first).
- (f) Neither the *Sale of Goods Act 1986* (Qld) (or similar legislation in any other jurisdictions) nor any international conventions or recognised customs in relation to similar rules that may otherwise apply in respect to the international sale of goods, have any application to any matter in connection with the Agreement.

4 Services

The Supplier warrants that any Services provided will be performed:

- with skill, due care and diligence and by appropriately qualified, licensed, skilled and trained Personnel;
- in an efficient, professional and cost effective manner; and
- using materials and equipment which (unless expressly stated otherwise) comply with the requirements of this Agreement and are new, of merchantable quality and fit for the purpose for which they are used.

5 Defects

- (a) The Supplier must, at its cost, rectify any Defect while carrying out the Supply and during any applicable Defects Liability Period.
- (b) Without limiting clause 5(a), Council may direct the Supplier to, at the Supplier's cost and risk, do any one or more of the following as determined by Council in its absolute discretion:
- take such steps as are necessary to ensure that the Goods or Services comply with the Agreement;
 - refund to Council any payments made by Council in respect of the Defective Goods or Defective Services;
 - re-take possession of any Defective Goods and refund the Price for the Defective Goods to Council;
 - collect and deliver replacements of any Defective Goods, or repair any Defective Goods; or
 - re-perform any Defective Services.
- (c) If any Defect is not rectified within 5 Business Days of a direction by Council, Council may itself or by others, rectify the Defect and the cost of remedying the Defect will become a debt due and payable to Council from the Supplier.
- (d) Any repaired or replaced Goods provided by the Supplier or any re-performed Services are subject to the same warranties as the original Goods or Services, from the date of repair, replacement or re-performance and the Defects Liability Period will recommence from such date.
- (e) Any loss or damage that Council has incurred as a result of any Defect will be a debt due and payable to Council.

6 Completion

- (a) The Supplier must:
 - (i) deliver the Goods by the Completion Date; and/or
 - (ii) complete the Services by the Completion Date and carry out the Supply expeditiously and without delay.
- (b) If the Supplier believes that anything may delay the progress of the Supply, the Supplier must notify Council with details of the estimated extent of the delay and the cause.
- (c) Subject to clauses 6(d) and 6(e), the Supplier will only be entitled to an extension of time to the Completion Date where:
 - (i) the Supply is delayed by an act, default or omission of Council or its Personnel in Council's capacity as a party to the Agreement which prevents the Supplier completing the Supply by the Completion Date (**Qualifying Cause**);
 - (ii) the Supply is not concurrently delayed (in whole or to the extent of any part) by a cause other than a Qualifying Cause; and
 - (iii) within 5 Business Days after commencement of the Qualifying Cause, the Supplier gives notice to Council setting out the Qualifying Cause, the delayed activities and the extension of time to the Completion Date claimed.
- (d) Provided the requirements of clause 6(c) are satisfied, Council will determine the period of delay caused by the Qualifying Cause and extend the Completion Date by that period. If the Supplier does not make a Claim for an extension of time within the time or in the form specified in clause 6(c), the Supplier is not entitled to an extension of time for any delay and shall have no Claim.
- (e) Council may (at any time in its sole and unfettered discretion (without obligation)) for any reason it thinks fit, extend the Completion Date. This right is solely for Council's benefit and may be exercised in its absolute discretion including if the Supplier has not requested an extension of time.

7 Site matters

- (a) Entry to the Site by the Supplier and its Personnel is at their own risk. To the extent permitted by law, Council will not be responsible for any loss of or damage to property or for any personal injury or death to persons while on the Site.
- (b) When accessing the Site, the Supplier must comply with all policies and procedures relating to the Site.
- (c) If the Supply constitutes 'building work' for the purposes of the *Queensland Building and Construction Commission Act 1991 (Qld) (QBCC Act)*, the Supplier must supervise and manage the performance of the Supply (including any building work performed by subcontractors) personally or by a competent representative and must otherwise comply with the requirements in sections 43 and 43A of the QBCC Act.
- (d) Council may direct the Supplier to have removed from the Site or any activity in respect to the Supply, any of the Supplier's Personnel engaged in the Supply who, in Council's opinion, is incompetent, guilty of misconduct or for any other reason notified to the Supplier.
- (e) The Supplier must coordinate the Supply on the Site with activities of Council, Council's Personnel and any other contractors or consultants and has no entitlement to any Claim for doing so or for any impact or interference caused to the Supplier.
- (f) The Supplier must avoid disruptions or inconvenience to the usual and safe operations of the Site and the users of the Site, except to the extent expressly permitted by the Agreement.
- (g) The Supplier must take all necessary steps to prevent damage to property on or near the Site, avoid unnecessary interference with the passage of people and vehicles on or near the Site and prevent nuisance, unreasonable noise and disturbance on or near the Site. If

any damage is caused by the Supplier or its Personnel, the Supplier must, at its own cost, remedy the damage to Council's satisfaction.

8 Work health and safety

- (a) Without limiting any other clause, the Supplier must:
 - (i) carry out the Supply in a safe manner;
 - (ii) comply with, and do all things necessary to enable Council to comply with, all laws relating to workplace health and safety (**WHS**);
 - (iii) comply with lawful directions issued by persons with control of the Site pursuant to any laws relating to WHS;
 - (iv) have documented safe work practices and procedures for the Supply;
 - (v) provide its Personnel with personal protective equipment, inductions, information, instruction, training and supervision to ensure their health and safety;
 - (vi) provide, when requested by Council, evidence of its compliance with any laws relating to WHS; and
 - (vii) immediately notify Council of accidents involving its Personnel.
- (b) If urgent action is necessary to protect the Supply, property or people, and the Supplier fails to take the action, Council may take such action and the costs incurred in performing those actions will be a debt due and payable to Council from the Supplier.

9 Statutory declaration

The Supplier agrees that:

- (a) at any time, Council may request the Supplier to provide a signed statutory declaration (in a form and containing such detail as reasonably required by Council) from a current director of the Supplier confirming that the Supplier is solvent and not subject to any event set out in clause 15(b)(i); and
- (b) the Supplier must provide Council with such completed and signed statutory declaration within 3 Business Days of such a request.

10 Variation

- (a) Council may direct the Supplier at any time to vary, amend, increase, decrease, omit, change the timing of (including to accelerate), or change the quality, character or extent of the Supply (**Variation**). No Variation will invalidate the Agreement and the Supplier must comply with the Variation.
- (b) Council will determine the Price of each Variation by applying:
 - (i) rate or prices agreed between the parties;
 - (ii) rates or prices (if applicable) in the Agreement; or
 - (iii) reasonable rates or prices.
- (c) Council will not be in breach of the Agreement if it reduces the quantity or scope of the Supply and engages a third party for that Supply or undertakes the Supply itself.
- (d) Within 3 Business Days of any request for a Variation, the Supplier must obtain written confirmation from Council before complying with the Variation. Compliance with this clause 10(d) is a condition precedent to any Claim and Council shall have no liability for any Claim in connection with the requested Variation to the extent the Supplier has failed to comply with this clause 10(d) (including without limitation any costs incurred prior to having obtained the written confirmation of Council).

11 Invoicing and Payment

- (a) Council will, subject to the terms of the Agreement, pay the Supplier an amount not exceeding the Price. The Price is:
 - (i) fixed and not subject to any adjustment whatsoever except to the extent expressly set out in the Agreement; and

- (ii) inclusive of all costs relating to the Supply, including labour, packaging, insurance, transport, delivery charges and taxes (other than GST).
- (b) Council is not required to make payment for a Supply unless supplied by the Supplier pursuant to a Purchase Order.
- (c) The Supplier may only invoice Council after the delivery of the Goods in accordance with clause 3(b) and/or the completion of the Services. Invoices must include the Purchase Order number, a detailed description of the Supply performed, the Price payable and any other information reasonably required by Council.
- (d) Subject to clauses 11(f) and 11(g), Council will pay the amount of the invoices issued by the Supplier under clause 11(c) within 30 days from when the invoice is received, except where Council disputes the invoice, in which case:
 - (i) Council will pay any undisputed part of the invoice; and
 - (ii) if the resolution of the dispute determines that Council is to pay an amount to the Supplier, Council will pay that amount upon resolution of that dispute.
- (e) Council will respond to any 'payment claim' for the purposes of the SOPA (if applicable), within the maximum time permitted for issuing a 'payment schedule' under SOPA.
- (f) Council may reduce any payment due to the Supplier under the Agreement by any amount due to or claimed by Council from the Supplier. This does not limit Council's right to recover those amounts in other ways.
- (g) The Supplier must ensure all Claims for payment arising out of or in connection with the Agreement are issued to Council within 3 months after the date upon which the Supply is completed (**3 Month Period**). Compliance with this clause 11(g) is a condition precedent to any Claim, and Council shall have, no liability for any Claim to the extent it is made after the 3 Month Period.

12 GST

- (a) Unless otherwise defined in this Agreement, capitalised terms in this clause have the meanings given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) Unless stated otherwise, the consideration for a Supply made under or in connection with the Agreement does not include GST. If a Supply made under or in connection with the Agreement is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under the Agreement for that Supply and the Supplier must give the Recipient a Tax Invoice for the Supply.
- (c) If either party has a right under the Agreement to be reimbursed or indemnified by another party for a cost incurred in connection with the Agreement, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified.

13 Indemnity

The Supplier indemnifies Council from any Claims, actions, proceedings, costs, expenses, losses and damages (including legal fees on an indemnity basis) incurred in connection with:

- (a) any loss of or damage to real or personal property caused by the Supplier or its Personnel;
- (b) personal injury or death caused by the Supplier or its Personnel;
- (c) a breach of any third party Intellectual Property Rights by the Supplier or its Personnel;
- (d) a breach of any laws in connection with the Agreement by the Supplier or its Personnel; and
- (e) a breach of the Agreement by the Supplier or its Personnel.

14 Insurance

- (a) The Supplier must effect and maintain at its own cost:
 - (i) public liability insurance for an amount no less than \$20 million (except where a lesser amount is agreed with Council);
 - (ii) workers' compensation insurance as required by law;
 - (iii) third party comprehensive motor vehicle insurance;
 - (iv) transit insurance;
 - (v) insurance of the Goods forming part of the Supply (for their full value) until delivery of the Goods in accordance with clause 3(b); and
 - (vi) if the Services ordered by Council include elements of professional services such as design work, hydrology assessments, environmental assessments, engineering services and other similar categories, the Supplier must obtain professional indemnity insurance with a limit of liability of not less than \$10 million (except where a lesser amount is agreed with Council) covering the extent of the Services that is to be maintained until seven years after the Completion Date.
- (b) The Supplier must provide Council with evidence of such insurances whenever requested by Council.

15 Termination

- (a) Council may terminate the Agreement for any reason in Council's absolute discretion on 7 days' written notice to the Supplier.
- (b) Council may terminate the Agreement immediately or take out of the hands of the Supplier the whole or any part of the Services remaining to be completed if:
 - (i) the Supplier becomes insolvent, commits an act of bankruptcy, enters into administration, appoints a liquidator, receiver, manager or controller, makes a statement or conducts itself in a manner from which it may reasonably be deduced that it is insolvent or is seeking to take advantage of the safe harbour against insolvent trading available under Division 3, Part 5.7B of the *Corporations Act 2001* (Cth), stops or suspends (or threatens to stop or suspend) payment of all or a class of its debts, or anything analogous to these events;
 - (ii) the Supplier commits a default or breach of the Agreement that Council considers, in its sole and unfettered discretion:
 - (A) has placed a person at an unacceptable risk of harm;
 - (B) property is at risk of damage;
 - (C) constitutes a major non-compliance with its safety or environmental management systems;
 - (D) has placed Council at an unacceptable risk of reputational damage;
 - (iii) the Supplier commits a default or breach of the Agreement and fails to remedy the default or breach within 5 Business Days of being directed in writing to do so by Council; or
 - (iv) the Supplier commits a breach incapable of being remedied.
- (c) If Council exercises its rights under clause 15(a), the Supplier will only be entitled to its reasonable direct costs incurred up to the date of termination (capped at the Price) provided that Council receives unencumbered title to any Goods that are paid for in accordance with this clause 15(c). The Supplier will not be entitled to any loss of profit or other compensation.
- (d) If Council exercises its rights under clause 15(b), the Supplier will not be entitled to any Claim.
- (e) If Council terminates, or purports to terminate, the Agreement under clause 15(b) and it is subsequently held to be invalid, void or otherwise unenforceable then Council will be deemed to have terminated for convenience under clause 15(a) as at the same date and time as the original notice of termination. The Supplier's sole entitlement will be a payment (if any) under clause 15(c) and the Supplier waives any Claim

it has, or would have had, but for this clause, arising out of or in connection with any termination, or purported termination, by Council under the Agreement or otherwise at law being subsequently held to be invalid, void or otherwise unenforceable.

16 Suspension

- (a) Council may at any time and for any reason direct the Supplier in writing to suspend the performance of all or any part of the Supply and the Supplier must immediately comply. The Supplier's only Claim arising out of a suspension under this clause will be for an extension of time under clause 6, except that the Supplier will have no entitlement to Claim if the suspension was caused or contributed to by the Supplier or its Personnel.
- (b) Council may at any time direct the Supplier to resume the performance of the Supply and the Supplier must promptly comply with such a direction at its cost.

17 Information and intellectual property

- (a) The Supplier must not disclose to any person, or use for any purpose other than carrying out the Supply, the contents of the Agreement and any other document or information obtained by the Supplier in the course of or in connection with carrying out the Supply (**Confidential Information**):
 - (i) without the prior written consent of Council; or
 - (ii) unless required by law.
- (b) The Supplier must immediately notify Council if the Supplier becomes aware of any unauthorised disclosure or use of the Confidential Information and return any Confidential Information (including copies) on the written request of Council.
- (c) The Supplier agrees, unless Council expressly agrees otherwise, any information (whether documented or otherwise) supplied or made available to the Supplier by or on behalf of Council:
 - (i) is provided only for the Supplier's convenience;
 - (ii) has not been and will not be relied upon by the Supplier for any purpose (including entering into or performing its obligations under the Agreement); and
 - (iii) Council does not warrant, guarantee or assume responsibility for such information (including its accuracy, completeness or adequacy).
- (d) Council will not be liable to the Supplier in contract, tort, equity, under statute or otherwise arising from or in connection with the supplied information (including its inaccuracy or adequacy), the provision of the supplied information or the non-provision of any other information by Council.
- (e) The Supplier grants Council a transferable, irrevocable, royalty free licence, including the right to sub-licence, to use any material provided to Council in connection with the Agreement for use and enjoyment of the Supply, including (without limitation) any modification, repair or alteration of any Goods or Services.
- (f) The Supplier warrants that the Supply will not infringe any Intellectual Property Rights in Australia or any other country.

18 Personal Property Securities Act

- (a) If Council determines a 'security interest' as defined in the PPSA (**Security Interest**) arises under this Agreement, then the Supplier must do anything requested by Council (at the Supplier's cost) including executing documents, to ensure the Security Interest is registered, perfected and enforceable, including that through registration Council obtains the highest ranking priority possible for the Security Interest and the Supplier must assist Council to exercise any right in connection with a Security Interest.
- (b) To the extent permitted by law:
 - (i) the Supplier waives any right it may have under the PPSA to receive anything from Council, including a notification that the Security Interest has been registered; and

- (ii) until title passes to Council in accordance with this Agreement, the Supplier agrees it will not do anything to prejudice any Security Interest in favour of Council, including that it will not permit a third party to register any Security Interest or obtain an interest in the Supply nor allow or permit anything to be installed in or affixed to Goods which are part of the Supply.

19 Quality assurance

- (a) Without limiting its other obligations under the Agreement, the Supplier must carry out the Supply in accordance with a quality assurance system which establishes the qualities and performance of the Supply including quality manuals, plans, management structures and other critical issues.
- (b) The Supplier must allow Council access to the Supplier's quality assurance system at all reasonable times for the purposes of quality monitoring and auditing.
- (c) The Supplier's implementation of, or compliance with, a quality assurance system does not relieve the Supplier of its obligations under this Agreement.

20 Dispute

- (a) If a dispute between the parties arises from or in connection with the Agreement, neither party may commence court proceedings concerning the dispute unless it has complied with this clause or seeks urgent injunctive or declaratory relief.
- (b) A party claiming a dispute must notify the other party of the dispute and specify the claim (**Dispute Notice**). A party served with a Dispute Notice may give a written response within 14 days of the receipt of the Dispute Notice (**Response**).
- (c) Within 28 days of service of a Dispute Notice, or within 14 days of the receipt of a Response, whichever is the earlier, the parties must confer to attempt to resolve the dispute. Each party must be represented by a person having authority to agree to a resolution of the dispute. If the dispute is not resolved under this clause 20(c) within 30 days, either party may commence litigation.
- (d) Each party must continue to perform its obligations under the Agreement despite the existence of a dispute.

21 No fetter

- (a) Despite anything in this Agreement to the contrary:
 - (i) Council is not obliged to exercise any executive or statutory right or duty, or to influence, over-ride, interfere with or direct any other government agency in the proper exercise and performance of any of its executive or statutory rights or duties; and
 - (ii) nothing in this Agreement has the effect of constraining Council or placing any fetter on Council's discretion to exercise or not to exercise any of its executive or statutory rights or duties.
- (b) Subject to clause 21(c), the Supplier will not be entitled to make any Claim against Council relating to any exercise or failure of Council to exercise its executive or statutory rights or duties.
- (c) Clauses 21(a)(i) and 21(b) do not limit any liability which Council would have had to the Supplier under this Agreement as a result of a breach by Council of this Agreement but for these clauses.

22 General

- (a) The Agreement may only be amended by written agreement between all parties.
- (b) Reference to Council and the Supplier shall extend to their respective successors, administrators and permitted assigns.
- (c) The parties' relationship is one of principal and independent contractor, not employer and employee, principal and agent or partnership.
- (d) A right under the Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver. The failure of a party to require full

or partial performance of a provision of the Agreement does not affect the right of that party to require performance subsequently.

- (e) The law of the State of Queensland will apply. Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.
- (f) A clause or part of a clause of the Agreement that is illegal or unenforceable may be severed and the remaining clauses or parts of the clause of the Agreement continue in force.
- (g) The Supplier must at its own expense obtain all requisite permits, approvals and licences and comply with all laws and regulations in connection with the Agreement.
- (h) The Supplier must keep Council fully informed in respect to the Supplier's performance of the Agreement.
- (i) The Supplier must at its own cost supply all labour, tools, equipment and materials necessary for the Supply.
- (j) The Supplier must comply with all directions of Council.
- (k) Where the Supplier comprises more than one entity, each will be jointly, severally and vicariously liable for the full performance of the Supplier's obligations under the Agreement.
- (l) Wherever the words 'include', 'included' or 'including' are used in this Agreement, those words will be interpreted in all cases as if they were preceded by the further words 'but not limited to' or the appropriate grammatical derivative.
- (m) The Supplier must not assign or subcontract its rights or obligations under the Agreement without Council's prior written consent (and will be vicariously liable for the acts or omission of such subcontractors).
- (n) No provision of the Agreement is to be constructed against Council's interests because Council prepared the Agreement.

23 Definitions

In the Agreement:

Business Day means a day that is not:

- (a) a public holiday, special holiday or bank holiday in Gatton, Queensland;
- (b) Saturday or Sunday;
- (c) 24 December; or
- (d) 27 to 31 December (inclusive).

Claim means any claim, notice, demand, debt, account, lien, liability, action, proceedings or suit under, arising out of, or in any way in connection with the Agreement, the Supply or either party's conduct under the Agreement before or after it came into force, whether at law (including breach of contract) or in equity, by statute, in tort (including negligence), or otherwise including any claim, notice, demand, debt, account, lien, liability, action, proceeding or suit:

- (a) for the payment of money (including for loss or damages);
- (b) for an adjustment to the Price; or
- (c) for delay or disruption or other time based claim.

Completion Date means the completion date specified in the Purchase Order as indicated in the 'Date Required' field, or if no date is specified, the completion date advised by Council.

Council means Lockyer Valley Regional Council (ABN 52 673 165 312).

Defects Liability Period means the period stated in the Purchase Order which commences on the date the Supplier completes the Supply (as determined by Council acting reasonably) or, if there is no period stated, 12 months.

Defect or Defective means any part of the Goods and/or Services which does not comply strictly with the requirements of the Agreement or is otherwise unsatisfactory to Council.

Goods means goods ordered by Council as part of the Supply.

Industry Practice means:

- (d) that degree of care, skill, judgment and foresight that would be expected of a skilled and experienced supplier regularly engaged in the

business of supplying the goods and/or performing the services of the kind required by this Agreement; and

- (e) compliance with all relevant industry standards and any standards of Standards Australia Ltd applicable to the Supply (except to the extent that the Agreement prescribes a contrary standard) and the best practices, methods and procedures applicable in the industry to which the Supply relates.

Intellectual Property Rights means any patent, design (whether registered or not), trade mark or name, copyright or other protected right.

Personnel means the employees, agents, contractors, suppliers and consultants of a party, but Council's Personnel does not include the Supplier or the Supplier's Personnel and the Supplier's Personnel does not include Council or Council's Personnel.

PPSA means (as applicable to the Agreement) the *Personal Property Securities Act 2009* (Cth).

Price means the price or prices agreed between Council and the Supplier for the Supply as set out in the Purchase Order.

Purchase Order means the purchase order attached or otherwise provided by Council to the Supplier for the Supply.

Services means services specified in the Purchase Order or any Variation (if any).

Site means any site, location or place which is made available to the Supplier, by or on behalf of Council, in connection with the Supply (including any place for delivery of the Goods or performance of the Services).

SOPA means the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) and its regulations.

Supplier means the party stated in the Purchase Order who is responsible for carrying out and completing the Supply.

Supply means the supply of Goods and/or Services.