Sale Agreement

Lockyer Valley Regional Council

[#Purchaser]

Project: Sale of Buildings at North Street, Gatton for Removal

Contract no: LVRC-24-057

Version: 1

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Particulars

|  |  |  |
| --- | --- | --- |
| Parties | | |
| Council: | **Lockyer Valley Regional Council** of 26 Railway Street, Gatton QLD 4343 | |
| Purchaser: | **[#insert name and ACN or ABN]** of [#insert address] | |
| **Timeframes** | | |
| Business Day | Location: Lockyer Valley  Non-Business Days: Weekends and Public Holidays in the Lockyer Valley | |
| Items | | |
| Item/s: | Building comprising units 1-3 and/or Building comprising units 4-6 | |
| Collection Point: | 11 North Street, Gatton | |
| Relocation Address: | [insert] | |
| Key Personnel | [#Insert details of contractors/subcontractors]] | |
| Details for notices under Contract | | |
| Council’s Contract Administrator: | Representative: | Caitlan Natalier, Principal Governance & Property |
| Postal address: | PO Box 82, Gatton Qld 4343 |
| Telephone: | 1300 005 872 |
| Email address: | [cnatalier@lvrc.qld.gov.au](mailto:cnatalier@lvrc.qld.gov.au) |
| This | Representative: | [#insert] |
| Postal address: | [#insert] |
| Telephone: | [#insert] |
| Email address: | [#insert] |
| Payment | | |
| Time for payment of invoice | Within 14 days of issue of tax invoice | |
| Interest rate on overdue payments | Not applicable | |
| Limit of Council’s liability under the Contract | The Price paid to Council under this Contract | |
| Security | Clause 6 does not apply but a removal/demolition bond will be payable to Council as part of the relevant approval requirements for the Collection of the Item/s and performance of the works as set out in Schedule 1 | |
| Term | | |
| Commencement Date | [#insert] | |
| Term of Contract | 6 months | |
| Additional Period | Not applicable | |
| Expiry Date | [#insert] | |

A picture containing map, aqua, text, flag

Description automatically generatedSale Agreement

Dated [insert]

Parties

|  |  |
| --- | --- |
| **Council** | Lockyer Valley Regional Council ABN 52 673 165 312 of 26 Railway Street, Gatton QLD 4343 |
| **Purchaser** | As identified in the Particulars. |

General Conditions

Background

1. Council wants to sell the Item.
2. The Purchaser has agreed to purchase the Item on an as is, where is basis on the following terms and conditions.
3. The Purchaser has agreed to arrange for the removal of the Item and completion of the works in the Schedule 1 Specification by appropriately qualified and experienced contractors at the Purchaser’s expense within 6 months from the Commencement Date in accordance with all relevant approvals and licences.

Agreed terms

# Definitions and Interpretation

## Definitions

| Term | Definition |
| --- | --- |
| **Additional Period** | means the period by which Council may extend the Term as described in the Particulars. |
| **Business Day** | means a day that is not:   * 1. a public holiday, special holiday or bank holiday in the Lockyer Valley, Queensland;   2. Saturday or Sunday; or   3. a day specified in the Particulars. |
| **Change of Control** | means, in relation to the Purchaser, if the Purchaser is a corporation:   * 1. a change in the shareholding of the Purchaser such that a change in control (as defined in the *Corporations Act 2001* (Cth)) of the Purchaser occurs (whether occurring at the one time or through a series of transfers or issues of securities);   2. a change in the shareholding of the Purchaser such that a change in control (as defined in the *Corporations Act 2001* (Cth) of the Purchaser occurs (whether occurring at the one time or through a series of transfers or issues of securities); or   3. any other event (including a change or alteration occurs in the corporate structure of the Purchaser or the group of companies of which the Purchaser is a member) occurs which results in a person other than the shareholders of Purchaser at the date of this Contract:      1. controlling the composition of the board of directors of the Purchaser;      2. controlling the voting power of the board of directors or any class of shareholders, or both, of the Purchaser; or      3. holding more than one half of the issued share capital (either beneficially or otherwise) of the Purchaser,   other than where shares or other equity interests in an entity are listed on any recognised Australian or overseas stock exchange and a Change in Control occurs due to any change in the legal or beneficial ownership of any such listed shares or interests. |
| **Claim** | includes any claim (whether known or unknown, actual or contingent, fixed or unascertained), demand, action, proceeding or suit, for:   * 1. the payment of money (including damages) or any liability;   2. an adjustment to the Price;   3. delay, disruption, acceleration or other time-based claim; or   4. relief from liability or performance of obligations,   whether arising by way of indemnity, under contract, in equity, for restitution, under statute (to the maximum extent possible), in tort (including negligence) or otherwise, that is made under or in relation to:   * 1. the Contract or the Items; or   2. the conduct of the Purchaser and/or its Personnel before or after the Contract came into force   3. the relationship between the Purchaser and Council before or after the Contract came into force. |
| **Commencement Date** | means the commencement date specified in the Particulars. |
| **Confidential Information** | means the terms of the Contract and any information of a party:   * 1. which the party indicates or has indicated is confidential;   2. which by its nature might reasonably be understood to be confidential or to have been disclosed to the other party in confidence; or   3. which is commercially valuable or would be of commercial value to a competitor of the party to whom it belongs,   as well as:   * 1. all notes and other records prepared by Council or anybody else, based on or incorporating information referred to in paragraphs (a) to (c) above; and   2. all copies of the information, notes and other records referred to in paragraphs (a) to (d) above,   but excludes information that:   * 1. was rightfully in the possession of the other party and not subject to an obligation of confidentiality on that party before the date of the Contract;   2. is or, after the date of the Contract, becomes available in the public domain (other than as a result of a breach of the Contract); or   (h) is required to be disclosed by Law. |
| **Consequential Loss** | means any special, indirect, consequential or economic loss or damage of any nature including special, exemplary or punitive damages, loss of production, loss of revenue, loss of profit or anticipated profit, loss of contract, loss of business reputation, business interruptions of any nature, loss of opportunities, loss of anticipated savings or wasted overheads, howsoever arising, including whether arising out of or in connection with the Contract (including under any indemnity), for breach of statutory duty, in tort (including negligence), in equity or otherwise. |
| **Collection** | means the collection of the Items from the Collection Point including the handling and transport of the Items and Collect has an equivalent meaning. |
| **Collection Point** | means the location at which the Purchaser must Collect the Items as set out in the Particulars. |
| **Collection Vehicle** | means the vehicle onto which the Purchaser loads the Items on Collection. |
| **Contract** | means this Contract comprising the documents referred to in clause 2.1 together with any other documents which are incorporated by reference. |
| **Control** | means an ability to control and includes control that can be exercised as a result of, by means of, or by the revocation or breach of:   * 1. a trust;   2. an agreement or contract;   3. a practice; or   4. any combination of (a), (b) or (c),   whether or not the arrangement is enforceable and regardless of whether the ability to control is express or implied, formal or informal or exercisable alone or jointly with someone else. |
| **Council** | means Lockyer Valley Regional Council and includes where relevant any of its officers, agents or employees. |
| **Council’s Representative** | means the person named in the Particulars or any replacement notified by Council in writing to the Purchaser from time to time under clause 11.1. |
| **Delivery** | means the transfer of possession of the Item to the Purchaser as set out in clause 8.21(a). |
| **Government Agency** | means any of the following, excluding Council:   * 1. a government or government department or other body;   2. a governmental, semi-governmental or judicial person; or   3. a person (whether autonomous or not) who is charged with the administration of a law. |
| **GST Act** | means *A New Tax System (Goods and Services Tax) Act 1999* (Cth). |
| **Heavy Vehicle** | has the meaning given in the *Heavy Vehicle National Law Act 2012* (Qld). |
| **Heavy Vehicle Law** | means any Law, principles of law or equity established by decisions of an Australian Courts or requirements of persons with obligations relating to Heavy Vehicles, including the *Heavy Vehicle National Law Act 2012* (Qld) and the *Heavy Vehicle National Law Regulation 2014* (Qld). |
| **Heavy Vehicle Safety Requirements** | means any Heavy Vehicle Law and all requirements of:   * 1. the Contract;   2. Rules and Requirements;   3. Industry Practice, codes, practices and guidelines; and   4. the Purchaser’s, or its Personnel’s, management plans,   relating to the operation of Heavy Vehicles. |
| **Industry Practice** | means:   * 1. that degree of care, skill, judgment and foresight that would be expected of a skilled, competent and experienced contractor qualified and regularly engaged in the business of handling, transporting, purchase and Collection of Items of a similar nature to the kind described by the Contract; and   2. compliance with all standards of Standards Australia Ltd (except to the extent that the Contract prescribes a contrary standard), the best practices, methods and procedures applicable in the industry which may apply to the Collection, handling, purchase or transport of the Items, and all relevant professional codes of conduct. |
| **Information for Convenience** | means any information in any form supplied or made available to the Purchaser by or on behalf of Council, whether before or after the date the Contract came into force, except any document forming part of the Contract. |
| **Insolvency Event** | means any of the following events:   * 1. a party makes a statement, or conducts itself in a manner from which it may reasonably be deduced that the person is insolvent;   2. a party is seeking, or makes a statement, or conducts itself in a manner, from which it may reasonably be deduced that the person 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);   3. a person stops or suspends payment of all or a class of its debts, or threatens to stop or suspend payment of all or a class of its debts;   4. a party is insolvent or informs the other in writing, or creditors generally, that the party is insolvent or is financially unable to proceed with the Contract;   5. a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the *Corporations Act 2001* (Cth)), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the party;   6. the party or the party’s property or undertaking becomes subject to a personal insolvency arrangement under part X of the *Bankruptcy Act 1966* (Cth) or a debt agreement under part IX of the *Bankruptcy Act 1966* (Cth);   7. the party is unable to pay its debts when they fall due or is unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth), or is presumed to be insolvent under the *Corporations Act 2001* (Cth);   8. the party ceases to carry on business; or   9. an application or order is made for the liquidation of the party or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the party, otherwise than for the purpose of an amalgamation or reconstruction,   or anything analogous to any of the above events. |
| **Intellectual Property Rights** | means all beneficial and legal ownership and intellectual and industrial protection rights both in Australia and throughout the world, both present and future, including rights in respect of or in connection with any Confidential Information, copyright (including future copyright and rights in the nature of or analogous to copyright), Moral Rights, inventions (including patents), trade marks, service marks and designs (whether or not now existing and whether or not registered or registrable) and includes any right to apply for the registration of such rights and all renewals and extensions. |
| **Item/s** | means the item/s specified in the Particulars. |
| **Key Personnel** | means the Personnel of the Purchaser identified in the Particulars, whether they are individuals or other legal persons, and includes any contractors and subcontractors that the Purchaser intends to engage for the Collection and transport of the Items and performance of the works as set out in Schedule 1. |
| **Law** | * 1. includes:   2. acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth, the State or Territory relevant to the matters the subject of the Contract, the Items or where any part thereof is being carried out or sold;   3. certificates, licences, consents, permits, approvals, codes, standards and requirements of organisations having jurisdiction in connection with or recognised generally as authorities in respect of the handling, purchase and transport, construction and/or installation of the items;   4. Australian Standards and any other applicable standards that are applicable to the handling, purchase, transport, construction and/or installation of the Item/s and the jurisdiction in which the Collection Point is situated; and   5. fees and charges payable in connection with the foregoing. |
| **Moral Rights** | means:   * 1. the right of integrity of authorship;   2. the right of attribution of authorship; and   3. the right not to have authorship falsely attributed,   including those rights as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the commencement of the Contract. |
| **Personnel** | means the employees, agents, contractors, subcontractors (including suppliers), consultants and representatives of a party, but in respect of Council, excludes the Purchaser’s employees, agents, consultants, subcontractors (including suppliers) and representatives. |
| **Personal Information** | means information or an opinion (including information or an opinion forming part of a database), whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion. |
| **Price** | means the price for the Item set out in Schedule 3. |
| **Purchaser** | means the individual or entity stated in the Particulars, and includes its successors and permitted assigns. |
| **Purchaser’s Representative** | means the person named in the Particulars or any replacement notified by the Purchaser to Council from time to time under clause 11.3. |
| **Relocation Address** | means the address where the Items will be transported to by the Purchaser, or the Purchaser’s Personnel, upon Collection as set out in the Particulars. |
| **Rules and Requirements** | means any policy, rule or requirement of Council or any third party notified to the Purchaser from time to time, including any policies, rules or requirements referred to in the Contract, and Council’s policies, rules and requirements that are publicly available, including those published on Council’s website. |
| **Security Interest** | has the meaning given in the *Personal Property Securities Act 2009* (Cth). |
| **Special Conditions** | means the special conditions (if any) set out in Schedule 2. |
| **Term** | means, subject to earlier termination of the Contract in accordance with clause 22 or otherwise at law, the term specified in the Particulars. |
| **WHS Law** | means:   * 1. the *Work Health and Safety Act 2011* (Qld), *Work* *Health and Safety Regulation 2011* (Qld) and all other Laws relating to health and safety;   2. principles of law or equity established by Australian Courts relating to health and safety; and   3. requirements of persons exercising statutory powers concerning health and safety. |
| **WHS Obligations** | means WHS Law and all requirements:   * 1. of the Contract;   2. of Rules and Requirements;   3. of Industry Practice; and   4. communicated at any inductions that the Purchaser or its Personnel undertake in connection with the Collection,   to the extent that they relate to health and safety. |

## Interpretation

In this Contract:

### a singular word includes the plural and vice versa;

### a word which suggests one gender includes the other;

### headings are, in the interpretation of this Contract, to be disregarded;

### a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this Contract, and references to this Contract include any schedules or annexures;

### a reference to a party to this Contract or any other document or agreement includes the party’s successors, permitted substitutes and permitted assigns;

### if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

### a reference to a document or agreement (including a reference to this Contract) is to that document or agreement as amended, supplemented, varied or replaced;

### a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

### if any day on or by which a person must do something under this Contract is not a Business Day, then the person must do it on or by the next Business Day;

### a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;

### wherever the words ‘include’, ‘included’ or ‘including’ are used in this Contract, those words will be interpreted in all cases as if they were proceeded by the further words ‘but not limited to’ or the appropriate grammatical derivative; and

### if the Purchaser is a consortium or made up of more than one person, a reference to the Purchaser is a reference to both persons and:

#### an obligation of those persons is joint and several; and

#### any reference to the Purchaser is to each of those persons separately so that any promise, representation or warranty is given by each of them separately.

# Contract, ambiguities and term

## Contract document

The Contract comprises only of the following documents:

### the Particulars;

### these terms and conditions;

### Schedule 1;

### the other schedules to the Contract; and

### any documents stated in the schedules to form part of the Contract.

## Resolving ambiguity

### Any ambiguity between the documents comprising the Contract will be resolved according to the descending order of precedence set out in clause 2.1.

### If the applicable order of precedence in clause 2.1 cannot resolve the ambiguity, then Council will direct the interpretation to be followed and the Purchaser must comply with that direction and will have no Claim against Council in connection with that direction.

## Term of the Contract

This Contract commences on the Commencement Date and, subject to it being:

#### terminated under clause 22; or

#### extended under clause (a),

remains in force during the Term to the Expiry Date.

## Extension of Term

### Council may extend the Term for the Additional Period by giving written notice to the Purchaser no later than one month before the Expiry Date.

### If Council extends the Term, then the terms and conditions of this Contract will continue to apply during the Additional Period.

# Agreement to Purchase

## Purchase

The Purchaser agrees that the supply of the Item by Council to the Purchaser is subject to this Contract.

## Purchaser must purchase Items made available

### The Purchaser must Collect and pay for Items from Council in accordance with this Contract.

### Council makes no warranty or representation as to the fitness for purpose, standard of construction or state of building or other statutory compliance of the Items which will be made available for Collection under the Contract.

### Without limiting any other rights of Council in relation to the Contract, if the Purchaser fails to Collect Items made available for Collection by Council at the Collection Place on receipt of a direction by Council to make Collection of the Items:

#### the Purchaser shall be liable to Council for the Price of such Items not Collected as set out in Schedule 3;

#### Council shall be under no obligation to take any steps to mitigate its losses in respect of the Purchaser's failure to Collect the Items; and

#### the Purchaser must collect the Items at the time and place notified by Council to the Purchaser, at Council’s absolute discretion.

# Purchaser’s general warranties

## Purchaser’s warranties

Without limiting any other obligation under the Contract, the Purchaser agrees, and warrants to Council, that:

### it has, before entering into the Contract, carefully reviewed the Contract, and it has and will maintain and/or engage the necessary licences and approvals, and appropriately qualified, licensed and experienced Personnel, to carry out the Collection until expiry of the Term;

### it has made its own investigation and assessment of the Item, the work required by Schedule 1 and risks involved in carrying out the Collection and performing the works and it has reviewed and satisfied itself about any information that Council has made available (including Information for Convenience) to it and that which is otherwise obtainable upon reasonable enquiries concerning the Item and the Contract;

### at the time of entering into the Contract, it does not have any conflict of interest that could be expected to affect the performance of its obligations under the Contract;

### it did not, and will not, engage in any collusive behaviour, anti-competitive conduct or other similar conduct in contravention of any Law relating to the Contract; and

### it has the necessary authority and power to enter into the Contract and to perform the obligations under it.

## Council’s reliance

The Purchaser acknowledges that Council, in entering into the Contract, is relying on the warranties and representations made in this Contract, including clause 4.1.

# Obligations of the Purchaser

## Purchaser’s warranty

Without limiting any other obligations of the Purchaser, the Purchaser warrants that the Collection and performance of the works as set in Schedule 1 will:

### comply with all applicable requirements of the Contract and Industry Practice (but only to the extent that Industry Practice is not inconsistent with any express requirements of the Contract);

### comply with all applicable licence and approval conditions and requirements;

### comply with all applicable Laws and Rules and Requirements;

### be performed by appropriately licensed, qualified and experienced Personnel.

## General obligations

The Purchaser, and its Personnel, must:

### maintain from the Commencement Date until the Expiry Date all accreditations, qualifications, licensed and approvals required:

#### under Industry Practice and applicable Laws to carry out the Collection and perform the works in Schedule 1; and

#### under the Contract;

### if it learns of anything that may affect, or has affected, Collection of the Items or performance of the works set out in Schedule 1, promptly notify Council of that as soon as possible, and to the extent possible include in the notice details of the relevant matter and its cause;

### co-ordinate Collection and performance of the works set out in Schedule 1 with Council and its Personnel and otherwise consult regularly with Council; and

### carry out the Collection and performance of the works set out in Schedule 1 in such a way as to:

#### prevent any harm to, or contamination of, the natural environment;

#### without limiting clause 5.2(d)(i) comply with the requirements of the *Environmental Protection Act 1994 (Qld)* and any other Laws in connection with protection of the environment; and

#### avoid causing any damage, harm, interference, nuisance or disturbance that has not been agreed to in advance, to any persons.

## Ethical obligations

### The Purchaser must:

#### at all times act in the best interests of Council; and

#### immediately disclose to Council any of its interests which may conflict with either the interests of Council or the Purchaser’s obligations under the Contract.

### The Purchaser acknowledges and agrees that while engaged under the Contract, it must comply with sections 199 and 200 of the *Local Government Act 2009 (Qld).*

# Security

## Purchaser to provide

### If the Particulars state that security is required, then the Purchaser must provide the security to Council, in the value, form and at the time required by this clause 6.

### The Purchaser must provide Council with security in the unconditional undertakings (which must be in a form approved by Council), equal to the amount specified in the Particulars, and given by a financial institution approved by Council.

### The Purchaser must provide such security to Council within 5 Business Days of the execution of the Contract or such other time as agreed in writing.

### Security is to ensure the due and proper performance of all obligations under this Contract by the Contractor, and to avoid the risk of loss to Council in relation to either the exercise of any right, or the making of any bona fide claim, by Council that has been disputed by the Purchaser.

### Council owns all interest that is earned in connection with any security.

## Recourse to security

### Council may have immediate recourse to the security without notice:

### if Council has any claim against the Purchaser in connection with any act or omission of either the Purchaser or its Personnel related to the Contract or its subject matter;

### for any amount due which remains unpaid after the time for payment, or where there is no time for payment specified, remains unpaid after 5 Business Days after demanding payment;

### if the security provided by the Purchaser has an expiry date and a replacement security on the same terms (other than the expiry date, which shall be not less than six months later than the original date), for the same amount and from the same financial institution is not provided at least 20 Business Days prior to the expiry date; or

### for any other reason set out in the Contract.

## Release

### Subject to Council’s rights of recourse, Council must within 20 Business Days of the expiry of the Contract Term, release any security held by Council as at the date of expiry of the Contract Term.

# Title and Risk

## Title

Title to the Items remains with Council until the Items have been paid for by the Purchaser.

## Risk

### Risk in the Items passes to the Purchaser upon payment of the Price.

### All risk associated with the Collection of Items and performance of the works set out in Schedule 1 is assumed by the Purchaser.

### The Purchaser is liable for any damage caused to the Items or any property of Council or any other party caused in the process of the Collection from the Collection Place, performance of the works as set out in Schedule 1, or the transportation of the Items from the Collection Place by the Purchaser or its Personnel.

# Delivery

## Delivery

### Subject to receipt of the Price, Council will Deliver the Item/s by making it/them available for Collection by the Purchaser or the Purchaser’s Personnel at the Collection Point. The Item is deemed to be Delivered on the date that payment of the Price is received by Council.

### Time is not of the essence in the supply of the Item by Council.

## Transport by Purchaser

### The Purchaser shall arrange for transport of the Item/s from the Collection Point to the Relocation Address:

#### promptly and safely;

#### by an appropriately licensed, qualified and experienced contractor; and

#### in accordance with all necessary licences, approvals and authorisations.

### The Purchaser acknowledges and agrees that transfer of the Items is to be completed by the Expiry Date as set out in the Particulars.

### The loading, transport, delivery and unloading of the Item is at the Purchaser’s risk and expense.

### The Purchaser releases Council from, and indemnifies Council against, all Claims in connection with the transport of the Item.

## Works by Purchaser

### The Purchaser shall arrange for all associated works as set out in Schedule 1 to be performed by appropriately licensed, qualified and experienced Personnel to Council’s satisfaction.

### transport of the Item/s from the Collection Point to the Relocation Address:

#### promptly and safely;

#### by an appropriately licensed, qualified and experienced contractor; and

#### in accordance with all necessary licences, approvals and authorisations.

### The Purchaser acknowledges and agrees that all works are to be completed by the Expiry Date as set out in the Particulars.

### The Purchaser released Council from, and indemnifies Council against, all Claims in connection with the performance of the works set out in Schedule 1.

# Information for Convenience

The Purchaser agrees that:

### any Information for Convenience provided by Council has been, or will be, provided only for the Purchaser’s convenience;

### any Information for Convenience provided by Council has not been, and will not be, relied upon by the Purchaser or its Personnel for any purpose (including entering into this Contract or performing its obligations under a Contract).

### Council does not:

#### assume any responsibility or duty of care in respect of; or

#### warrant, guarantee or make any representation as to, any aspect of Information for Convenience, including its completeness;

### it will, by its own independent investigations, verify the correctness and suitability of any aspect of any Information for Convenience, before it relies on, or allows any of its Personnel to rely on, that Information for Convenience;

### the Purchaser will have no Claim in relation to the Information for Convenience or the failure by Council to provide any other information; and

### the Purchaser shall indemnify Council against any Claim or liability arising from or in connection with the Purchaser failing to satisfy itself in accordance with this clause 9.

# Purchaser Acknowledgements

The Purchaser acknowledges that:

### it has, at its sole discretion, inspected and verified the existence, quality, characteristics, location, availability and nature of all the Items and despite anything in this Contract accepts the Items in their condition at the time of Collection; and

### it accepts the Items with all legal and physical defects and impediments including those defects existing at the date of this Contract and whether discovered by the Purchaser or not.

# Representatives

## Council’s representative

### Council’s Representative is:

#### the primary liaison and point of contact between Council and the Purchaser in relation to the administration of the Contract;

#### authorised to act on behalf of Council in discharging Council’s functions under the Contract (including acting as the assessor in respect of any matter under the Contract which requires an assessment by Council), except to the extent expressly provided otherwise in the Contract or in any notice issued by Council; and

#### an agent of Council and carries out all functions as such.

### Council may at any time and from time to time by written notice to the Purchaser replace the representative described in clause 11.1(a).

### The Purchaser and Council agree that Council’s Representative acts at all times as Council’s agent for the purposes of the Contract, is subject to the directions of Council and will act solely in the interests of Council.

## Purchaser’s obligations

The Purchaser must:

### liaise with and report to Council’s Representative about the Items, Collection, transport of Items and the performance of works as set out in Schedule 1;

### attend all meetings with, or provide briefings to, Council’s Representative, as required by Council from time to time;

### give any notice that the Purchaser is required to give to Council under the Contract to Council’s Representative; and

### promptly comply with any request or direction given by Council’s Representative, in accordance with the Contract, about the Items, Collection, transport or performance of works as set out in Schedule 1.

## Purchaser’s representative

### The Purchaser must:

#### appoint a Purchaser’s Representative who will receive any directions, notices and other communications from Council in respect of the Contract, the Collection, transport of Items and performance of works as set out in Schedule 1 on behalf of the Purchaser; and

#### notify Council of any change to the identity of the Purchaser’s Representative.

### The Purchaser’s Representative must have the authority to bind the Purchaser in respect of all matters relating to the Contract.

### Matters within the knowledge of a Purchaser’s Representative are deemed to be within the knowledge of the Purchaser.

# Personnel

## Key Personnel

The Purchaser must:

### not replace or remove any Key Personnel without Council’s prior written approval;

### if any Key Personnel leave the Purchaser’s employment or their contract with the Purchaser ends, promptly replace each such Key Personnel with a person or contractor of comparable skill, experience and qualification, and obtain Council’s prior written approval to such replacement of Key Personnel. Council may not unreasonably withhold or delay that approval;

### ensure that each of the Key Personnel is available at the times required by the Contract or as otherwise required in writing by Council; and

### ensure that the Key Personnel properly perform their roles and responsibilities in accordance with the Contract.

## Removal of Personnel for poor conduct

### The Purchaser must not allow any of its Personnel to behave in a manner that could be perceived as offensive, discriminatory or bullying, or to behave unsafely, incompetently or in breach of any Law, any Rules and Requirements or any other applicable licences or approvals.

### If the behaviour described in clause 12.2(a) occurs, then without limiting Council’s other rights, Council may direct the Purchaser to replace that individual or contractor, and the Purchaser must as soon as possible remove that individual or contractor from Council’s premises, and as soon as reasonably possible afterwards have them replaced. The Purchaser is not entitled to any Claim in connection with it removing and replacing that individual or contractor.

# Parties’ relationship

## Relationship

The parties acknowledge and agree that the Purchaser does not have the right or authority to act on behalf of or bind Council unless the Purchaser has been expressly authorised by Council in writing.

## No relationship between Council and Purchaser’s Personnel

### No contractual relations will arise between any of the Purchaser’s Personnel and Council as a result of the Contract.

### Neither the Purchaser nor the Purchaser’s Personnel are entitled to any fees, payments, commissions, bonuses, wages, holiday pay, long service leave, sick pay, termination pay or any similar entitlement from Council. The Purchaser is solely responsible for providing the Purchaser’s Personnel with these entitlements.

# Force Majeure

### In this clause, ‘Force Majeure Event’ means any occurrence or omission outside of a party’s reasonable control, as a direct or indirect result of which the party is prevented from or delayed or disrupted in performing its obligations under this Contract.

### If a party is affected by a Force Majeure Event, that party will not be in breach of the Contract for failing to perform its obligations and those obligations are suspended to the extent they are affected by the relevant Force Majeure Event, as long as the Force Majeure Event continues.

### If a Force Majeure Event continues for three months or more, the parties agree to work together to negotiate and reach agreement in writing on a reasonable Additional Period by which the Contract will be extended and the Purchaser’s obligations completed.

# Invoicing and Payment

## Price

### The Purchaser agrees to purchase the Items for the Price.

### Unless expressly agreed otherwise by Council, the Price is exclusive of any other costs and charges associated with the supply of the Item, including Delivery or freight charges, insurance, duties and taxes that are not set out in the Schedule 3. If incurred by Council, the Purchaser is liable to pay for these costs and charges in addition to the Price.

### Council and the Purchaser acknowledge that the Price may not be reduced except as agreed in writing by Council in accordance with this Contract.

### The Purchaser acknowledges and agrees that it shall be responsible to Collect the Items and perform the works as set out in Schedule 1 at its own cost.

### The Purchaser acknowledges that it is not entitled to receive any payment from Council for any reason.

## Payment and Invoicing

### The Purchaser must pay Council the amount stated in any invoice issued under this Contract without set off or deduction within the number of days stated in the Schedule.

### If the Purchaser fails to pay an invoice issued under this Contract by the due date for payment, Council is entitled to:

#### charge interest on the unpaid amount at the rate specified in the Particulars, and charge such default interest from the date when payment was due to the date payment of the full unpaid amount is made or the Contract is terminated; and

#### terminate the Contract by notice to the Purchaser under clause 26.1.

# GST

### Capitalised terms in this clause have the meanings given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

### Council will issue a Tax Invoice to the Purchaser for the Price of the Item/s.

### The Purchaser must within 14 days pay the Price to Council without set-off or deduction.

### Council and the Purchaser must be registered for GST during the term of this Contract and each must immediately inform the other if they cease to be registered for GST.

### The Purchaser must comply with its obligations under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other taxation laws.

### Unless stated otherwise, the Price for the Item made under or in connection with the Contract does not include GST.

### If either party has a right under the Contract to be reimbursed or indemnified by another party for a cost incurred in connection with the Contract, 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.

# Insurances

### The Purchaser must maintain, and ensure that any other contractors it engages to perform the Purchaser’s obligations under this Contract, each maintains the following insurances:

#### public liability insurance with a limit of not less than $20 million;

#### workers’ compensation insurance;

#### asbestos insurance $1 million and

#### any other insurances a prudent person in the position of the Purchaser or its Personnel would take out and maintain.

### The insurances required under clause 17(a) must be taken out and maintained with an insurer that is authorised under applicable Laws to carry on an insurance business in Australia and complies with all applicable prudential and other requirements prescribed under applicable Laws.

### The Purchaser must provide to Council certificates of insurance for all insurances it is required to effect under clause 17(a) prior to the Commencement Date and on request by Council from time to time.

# Item Warranties

## No warranty by Council

### The Item is supplied without any express warranties.

### To the extent permitted by law, all implied warranties are excluded.

### Subject to clause 18.4, Council does not give and is not bound by any condition, term, warranty, representation or obligation in connection with the supply of the Item, whether such condition, term, warranty, representation or obligation is implied by virtue of any statute, the common law, equity, custom or trade usage or otherwise (and, to the extent permitted by law, including under the *Sale of Goods Act 1896* (Qld) or the *Competition and Consumer Act 2010* (Cth).

### To the maximum extent permitted by law and without limiting any other clause within this Contract:

#### Council makes no statements or representations and gives no warranties about:

##### the value of the Items;

##### Council’s rights in respect of the Items;

##### the suitability or fitness of the Items for any purpose;

##### the description of the Items;

##### the quality of the Items;

##### the condition of the Items at any time;

##### the existence or continued existence of the Items; or

##### the accuracy of the description of the Items;

##### all guarantees, warranties, representations and statements in relation to the Items whether express or implied are excluded and negatived and Council disclaims all liability in relation to these; and

#### the Purchaser does not rely upon any statement, representation, guarantee, warranty, term or condition or other conduct in relation to the Items (except as expressly set out within this Contract) which may have been made or given by Council or any person purporting to act on behalf of Council.

## Purchaser to satisfy itself

### The Purchaser acknowledges that it has satisfied itself that the Item is suitable for its purposes and acknowledges that it has not relied upon any warranty or representation from Council concerning the Item.

### The Purchaser acknowledges that the Item may be second-hand, used, broken or not fit for any purpose, and Council makes no warranty or representation with respect to the Item.

### The Purchase acknowledges that it has satisfied itself of all licences, approvals and other authorisations required to Collect and transport the Item/s and also to re-establish the Items for any particular use at the Relocation Address.

## ‘As is’ basis

The Item is provided on an ‘as is’ basis only and the Purchaser acknowledges it takes the risk in the age, condition and suitability of the Item to the extent permitted by law.

## No exclusion

This clause does not exclude, restrict or modify any condition, term, warranty, representation or obligation which cannot lawfully be excluded, restricted or modified. If any condition, term, warranty, representation or obligation is implied in this Contract and can not be lawfully excluded, restricted or modified then, to the extent permitted by law, the liability of Council for breach of that condition, term, warranty, representation or obligation is limited to, at Council’s sole discretion, replacing or repairing the Item or payment of the cost of replacing or repairing the Item.

# Defects

Council is not liable for defects in the Item and the Purchaser accepts the condition of the Item (inclusive of any defects in the Item).

# Liability

## Indemnity

The Purchaser indemnifies Council from and against all loss, damages, Consequential Loss, costs and expenses claimed by a third party for personal injuries or property damage, to the extent caused or contributed to by the negligence or wilful misconduct of the Purchaser, its Personnel or its subcontractors. The indemnified amount under this clause is a debt due and payable by the Purchaser to Council.

## Limit of Liability

### Despite anything to the contrary in the Contract:

#### subject to clause 20.2(b), Council will not be liable to the Purchaser for any Consequential Loss;

#### subject to clause 20.2(b), Council’s liability under or in connection with this Contract including for the supply or failure to supply the Item is limited to the amount set out in the Particulars; and

#### to the extent permitted by law, the rights and remedies in this Contract are the sole and exclusive rights and remedies available to the Purchaser in connection with the Contract.

### The exclusion of liability in clause 20.2(a)(i) and the limitation of liability in clause 20.2(a)(ii) shall not apply to, or otherwise limit liability, to the extent of liability for any fraud or criminal conduct of Council or any of Council’s Personnel.

## Damage to Property

### Without limiting the obligations of the Purchaser under this Contract, if the Purchaser, any of its Personnel or any authorised subcontractors directly or indirectly cause damage to any property of Council or of any third party, the Purchaser must, as soon as reasonably practicable, repair or replace the damaged property at the Purchaser’s expense or pay reasonable compensation to the property owner for the property damage.

### If Council is dissatisfied with a repair, it may instruct the Purchaser to carry out a further repair or replace the damaged property at the Purchaser’s cost.

# Intellectual Property and Confidential Information

## Intellectual Property

All Intellectual Property Rights in the Item provided by Council and in the processes used to produce these Item (where applicable), as between the parties, remain vested in Council and the Purchaser must not use or exploit Council’s Intellectual Property Rights without Council’s written consent.

## Confidential Information

### Both parties must not disclose to any person, or use for any purpose other than carrying out the supply, or receiving, of the Item the contents of the Contract and any other Confidential Information:

#### without the prior written consent of the other party; or

#### unless required by law.

### Each party must immediately notify the other party if it becomes aware of any unauthorised disclosure or use of Confidential Information and return any Confidential Information upon written request by the other party.

# Safety

The parties must ensure that:

### while their Personnel attend the premises of the other party, those Personnel comply with any polices or procedures of the other party in relation to workplace health and safety;

### they advise the other party immediately if:

#### they believe that the other party’s premises, or any other place provided by the other party for the Collection Point, is unsafe;

#### the other party engages in unsafe work practices which may or does put their Personnel at risk; or

#### an injury occurs to the other party’s Personnel; and

### they remedy any matters advised under paragraph (b) in a timely manner and, until it is remedied, do not require that the Personnel of the other party attend the relevant unsafe premises or place.

# Safety obligations

## Purchaser’s general obligations

The Purchaser must:

### ensure that all of its Personnel attend any inductions required by:

#### Council; or

#### any other person who has responsibility for health and safety under WHS Law at any site where the Purchaser’s Personnel must attend to perform the Collection (**Site Safety Officer**);

### carry out the Collection, the works set out in Schedule 1 and all obligations under the Contract safely, so as to prevent harm to persons or property;

### discharge its duties under the WHS Law;

### at all times have documented safe work practices and procedures for the Collection and performance of the works set out in Schedule 1;

### ensure that there are processes in place to identify, assess and proactively control risks at the workplace at which the Collection and works set out in Schedule 1 are being undertaken;

### carry out the Collection, the works set out in Schedule 1 and all obligations under the Contract in accordance with:

#### WHS Obligations;

#### Council’s work, health, safety and environment requirements set out in the Rules and Requirements and all Laws;

#### lawful directions of Council’s Representative relating to health and safety; and

#### lawful directions of Council and any Site Safety Officer, to the extent those directions relate to issues of health and safety at the Collection Place or the Heavy Vehicle Safety Requirements; and

### consult, cooperate and coordinate with Council to ensure, so far as reasonably practicable, that the health and safety of persons is not put at risk by the performance of the Collection and the works set out in Schedule 1.

## Safety audits

### The Purchaser and its Personnel must regularly conduct safety audits of its systems, procedures and work methods at its cost and retain copies of such audits.

### Council may, on reasonable prior notice, from time to time direct the Purchaser or its Personnel to carry out a safety audit or may itself or have others carry out a safety audit of the Purchaser’s, and any of its Personnel’s, work practices.

### Council must reimburse the Purchaser for its direct costs reasonably incurred as a result of any audit under clause 23.2(b), but if the audit discloses any breaches of any of its obligations under this clause 23, then the Purchaser will have no entitlement to Claim in connection with the audit.

## Notification of incidents

### The Purchaser must:

#### immediately notify Council in writing upon the occurrence of any health and safety incident which has a potential to be notifiable or reportable to a health and safety authority;

#### immediately notify Council of any breach or potential breach of the WHS Obligations or the Heavy Vehicle Safety Requirements; and

#### notify Council within 24 hours of any health and safety incident not being an incident referred to in clause 23.3(a)(i).

### Within 48 hours after the occurrence of any health and safety incident (or such longer period as Council may, in its sole and unfettered discretion allow), the Purchaser must provide Council with a report including:

#### a detailed chronology and description of events;

#### a root cause analysis; and

#### proposed remedial action.

# Chain of Responsibility

### The Purchaser must ensure it, and its Personnel, complies with its Chain of Responsibility requirements under the Heavy Vehicle Law.

### Prior to the commencement of the Collection the Purchaser or its Personnel must submit documentation to Council a “Chain of Responsibility Management Plan” demonstrating how the Purchaser and its Personnel will manage and comply with its Chain of Responsibility requirements. This maybe in the form of a stand-alone document or part of a wider safety management system.

### The Purchaser is responsible for ensuring that all loads on any vehicles used by the Purchaser to transport the Items are secured in accordance with the Heavy Vehicle Law and all other relevant legislation and guidelines.

### If Council deems at any time that a load is unsafe or in breach of any relevant legislation, Council may refuse to allow the vehicle to leave site until secured appropriately, as approved by Council. Council may direct the Purchaser to provide an alternate method to secure the load.

### Any costs associated with the adequate securing of loads are the responsibility of the Purchaser. Council will not be liable for any additional costs in relation to compliance with this clause.

# Personal Property Securities Act

## Security Interest

### The parties acknowledge that the supply of the Item by Council to the Purchaser under this Contract may constitute a Security Interest (as defined in the Personal Property Securities Act 2009 (Cth) (PPSA)) in favour of Council.

### If Council determines that the Contract (or a transaction in connection with it) is or contains a Security Interest, the Purchaser agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed, and supplying information) as Council may reasonably require for the purposes of:

#### ensuring that the Security Interest is enforceable, perfected and otherwise effective and ranks ahead of other Security Interests;

#### enabling Council to apply for, and obtain, any registration or providing any notification in accordance with the PPSA; or

#### enabling Council to exercise any right in connection with the Security Interest or the property the subject of the Security Interest.

## Notices

### The Purchaser waives each right to receive any notice from Council under the PPSA (including notice of a verification statement) that can be waived.

### Without limiting clause 21, neither Council nor the Purchaser will disclose information of the kind mentioned in section 275(1) of the PPSA, and the Purchaser will not authorise, and will ensure that no other party authorises, the disclosure of such information. However, this does not prevent disclosure where required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

## No registration by Purchaser

Except as expressly agreed in writing to the contrary, the Purchaser:

### acknowledges that neither the Contract nor a transaction in connection with it is intended to provide a Security Interest in favour of the Purchaser; and

### agrees that it will not register or otherwise perfect (or seek to perfect) any Security Interest, and will remove any registration in respect of the Contract or a transaction in connection with it.

## Third party claims

### The Purchaser must promptly notify Council if it knows or becomes aware (whether by receipt of a notice under the PPSA or otherwise) that a third party has or claims a Security Interest over the Item:

#### owned by Council; or

#### in which Council has an interest.

### The Purchaser must, on request by Council, use best endeavours to ensure that the third party:

#### discharges any such Security Interest, and does not register or otherwise perfect (or seek to perfect), and removes any registration, in respect of any such Security Interest; or

#### subordinates any such Security Interest to the interest of Council, by an agreement in form and substance satisfactory to Council.

# Termination

## Termination by Council

Council may terminate this **Contract** immediately by written notice to the Purchaser:

### if the Purchaser is subject to an Insolvency Event;

### if the Purchaser is in breach of the Contract;

### if the Purchaser is in breach of any Law that, in the reasonable opinion of Council, may detrimentally affect Council’s reputation;

### if in the opinion of Council, the conduct of the Purchaser or any of its Personnel damages or is likely to hinder or affect Council’s relationship with any authority, department, organisation or elected representative managing or administering or implementing any Law;

### if the Purchaser fails to pay any amount owing to Council under the Contract; or

### at any time for any reason for Council’s convenience.

## Consequences on Termination

### Without limiting any other right, if Council gives the Purchaser notice under clause 26.1 or otherwise that the Contract is terminated at Law, Council may repossess the Item if title has not passed to the Purchaser under clause 7.1.

### If Title in the Item has passed, but the Purchaser has not Collected the Item from the Collection Point at the date of termination, Council may in its sole discretion refund the Price to the Purchaser at which time Title in the Item will pass to Council and Council may repossess the Item.

### For the avoidance of doubt, after termination of the Contract for any reason, if:

#### title has not yet passed to the Purchaser; or

#### Council repossess title in accordance with clause (b),

#### Council shall be permitted to sell the Item to any other purchaser, without limiting any other rights of Council, including those arising out of the Purchaser’s breach of the Contract).

# Dispute Resolution

### If any dispute between the parties arises from or in connection with the Contract (Dispute), a party claiming a Dispute must notify the other party of the Dispute and specify the nature of the claim (Dispute Notice). A party served with a Dispute Notice may give a written response to the Dispute Notice to the other party within 10 Business Days of receipt of the Dispute Notice (Response).

### Within 20 Business Days of service of a Dispute Notice, or within 10 Business Days of the receipt of a Response, whichever is 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 clause (b) within 25 Business Days, either party may commence litigation.

### Each party must continue to perform its obligations under the Contract despite the existence of a Dispute.

### Nothing in the Contract shall prejudice the right of a party to institute proceedings to enforce payment due under the Contract or to seek injunctive or urgent declaratory relief.

# Assignment, novation and change of control

### The Purchaser may only assign its rights under the Contract, or effect a Change of Control, with the written consent of Council, whose consent may be withheld, or given subject to conditions, in its sole and unfettered discretion.

### Council may at any time in its sole and unfettered discretion assign any or all of its rights under the Contract to a third party by notice in writing to the Purchaser.

### Council may at any time in its sole and unfettered discretion novate all of its rights and obligations under the Contract to any third party that is carrying out the Collection. The Purchaser must execute any deed or Contract that Council reasonably requires to effect that novation.

### If the Purchaser effects a Change of Control without Council’s prior written consent, Council may, in its absolute discretion, exercise a right set out in clause 26.

# Subcontracting

## No subcontracting allowed without approval

The Purchaser must not subcontract any obligation under the Contract without Council’s prior written consent. Council may refuse its consent, or grant its consent on any conditions, in Council’s sole and unfettered discretion.

## Liability of Purchaser

If the Purchaser subcontracts any of its obligations pursuant to clause 29.1, the Purchaser:

### remains fully responsible for the performance of those obligations;

### must ensure that the subcontractor performs its duties with due care and skill and in accordance with all applicable obligations under the Contract; and

### will be vicariously liable to Council for the acts and omissions of its subcontractors and their employees as if they were acts or omissions of the Purchaser.

# Notices

## Effect of Notices

A notice, consent or communication under this **Contract** is only effective if it is:

### in writing, signed by or on behalf of the person giving it;

### addressed to the person to whom it is to be given; and

### given as follows:

#### delivered by hand to that person’s address;

#### sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person’s address; or

#### sent by email to that person’s email address.

#### .

## Delivery

A notice, consent or communication delivered under clause 30.1 is given and received:

### if it is hand delivered:

#### by 5.00pm (local time in the place of receipt) on a Business Day – on that day; or

#### after 5.00pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day – on the next Business Day; and

### if it is sent by post:

#### within Australia – three Business Days after posting; or

#### to or from a place outside Australia – seven Business Days after posting; and

### if it is if it is sent by email, when that email is sent to that person’s email address. For the purposes of this clause, an email is not sent to a person’s email address if the sender receives a communication to the effect that the email is undeliverable or undelivered to the recipient’s email address or the email exceeds the size limit specified in the Particulars.

## Address for Notices

A person’s address or email address are those set out in the Particulars or as the person notifies the sender.

# General

## Amendments

The Contract may only be amended by written Contract between all parties.

## Counterparts

The Contract may be signed in any number of counterparts. All counterparts together make one instrument.

## No merger

The rights and obligations of the parties under the Contract do not merge on completion of any transaction contemplated by the Contract.

## Entire Contract

### The Contract supersedes all previous Contracts about its subject matter and any Contracts collateral to those Contracts. The Contract embodies the entire Contract between the parties regarding its subject matter.

### Except to the extent expressly provided to the contrary in the Contract, each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into the Contract.

## Further assurances

The Purchaser must do all things necessary to give effect to the Contract and the transactions contemplated by it.

## No fetter

### Despite anything in this Contract to the contrary:

#### Council is not obliged to exercise any executive or statutory right or duty, or to influence, override, 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

#### nothing in this Contract has the effect of constraining Council or placing any fetter on Council’s discretion to exercise or not exercise any of its executive or statutory rights or duties.

### Subject to clause 31.6(c), the Purchaser will not be entitled to make a Claim against Council relating to any exercise or failure of Council to exercise its executive or statutory rights or duties.

### Clauses 31.6(a) and 31.6(b) do not limit any liability which Council would have had to the Purchaser under this Contract as a result of a breach by Council of this Contract but for these clauses.

## No waiver

### The failure of a party to require full or partial performance of a provision of the Contract does not affect the right of that party to require performance subsequently.

### A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

### A right under the Contract 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.

## Governing law and jurisdiction

### The Contract is governed by, and construed in accordance with, the laws of Queensland, except that the Sale of Goods *(Vienna Convention) Act 1986* (Qld) and section 68 of the Australian Consumer Lawin Schedule 2 of the *Competition and Consumer Act 2010* (Cth) does not apply to the Contract or the Items.

### Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

## Severability

A clause or part of a clause of the Contract that is illegal or unenforceable may be severed from the Contract and the remaining clauses or parts of the clause of the Contract continue in force.

Schedule 1

Specification

The Purchaser shall, itself or by engaging appropriately licensed, qualified and experienced contractors, to perform the following works and deliverables:

**1 Approval Requirements**

The Purchaser will:

1.1 Submit a concurrent agency referral application for a removal/demolition bond to Council.

1.2 Submit a building application to Council for the building removal.

1.3 Obtain all other licences and approvals for transport of removed buildings, including with Queensland Police Service and Department of Transport and Main Roads.

1.4 Obtain all necessary planning, building and plumbing permits for installation of the buildings on the Tenderer’s land.

1.5 Perform all works in compliance with all approval and licence requirements.

**2 Pre-Start Meeting and Work Health and Safety Requirements**

The Purchaser will:

2.1 Submit a signed copy of its building removal contract to Council for review prior to attending the pre-start meeting.

2.2 Submit to Council their site and project specific WHS Management Plan, Safe Work Method Statement and Risk Assessment for Council review, prior to attending the pre-start meeting.

2.3 Submit all licences and qualifications of employees and contractors attending site and provide a methodology on how the contractors will undertake the works safely.

2.4 Ensure the nominated supervisor for the project attends the pre-start meeting with Council for a site induction.

2.5 Submit a works schedule to Council and await confirmation for proposed dates and times.

2.6 Submit the Form 65 to Work Health and Safety QLD for registering asbestos removal works (if asbestos if found).

The Purchaser’s nominated supervisor is to:

* + Ensure all other employees and contractors are inducted on site prior to works.
  + Ensure all employees and contractors hold the appropriate certificates and licences.
  + Ensure all necessary permits, approvals and licences are obtained.
  + All documentation relating to site inductions, certificates, permits, approvals and licences to be provided to Council prior to commencing work on site.

**3 Site Establishment**

The Purchaser will:

3.1 Undertake their own due diligence in relation to any potential asbestos that may be in the buildings or on site.

3.2 Undertake their own due diligence in relation to any potential land stability or erosion risks and implement appropriate management controls.

3.3 Ensure all contractors and/or sub-contractors are wearing the correct personal protective equipment relevant to the tasks they are undertaking.

3.4 Provide their own exclusion zone around the work area.

3.5 Liaise with Council to confirm that community engagement has been provided to relevant stakeholders (if required by Council).

**4 Removal Works and Asbestos Removal Works**

The Purchaser will:

4.1 Properly remove and dispose of asbestos.

4.2 Issue an Asbestos Clearance Certificate.

4.3 Remove the buildings.

4.4 Demolish and remove any concrete slabs, retaining walls and pavers.

4.5 Disconnect and cap all services.

**5 Site Clearing**

The Purchaser will:

5.1 Clear and tidy the site to ensure it is easily able to be mowed.

5.2 Properly remove all waste from the site

5.3 Arrange and attend a final inspection by Council on completion of the works.

Schedule 2

Special Conditions

1. The sale of the Items to the Purchaser is subject to and conditional upon the Purchaser, by itself or by engaging appropriately licensed, qualified and experienced contractors, to perform the works set out in Schedule 1.
2. The Purchaser will notify Council when the works are completed, and the parties shall conduct a joint inspection of the Collection Point to confirm that the Collection and all works have been achieved to Council’s satisfaction.
3. Upon inspection:
   1. If Council requires further works to be performed before acceptance, the Purchaser will conduct such further works reasonably required by Council as directed by Council at the Purchaser’s cost.
   2. If Council is satisfied all works have been completed successfully, Council will provide written acceptance of completion of the works.
4. If special condition 3(a) applies, the Purchaser will notify Council once the further works have been completed and the parties will conduct a further joint inspection in accordance with Special Condition 2.

Schedule 3

Price

**PAYMENT OF THE PRICE**

**Price**

The Purchaser shall pay to Council the price of [$insert] for purchase of the Item/s.

**Costs**

The Purchaser acknowledges and agrees that the Purchaser will be responsible for all costs associated with the Collection, transport and relocation of the Item/s and the performance of all works as identified in Schedule 1.

Execution

Executed as an agreement

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signed by Lockyer Valley Regional Council | |  |  | |
| on        /       /2024 by its duly authorised officer in the presence of: | |  |  | |
|  | |  | ⮙ | Signature of Authorised Officer |
|  | |  |  | |
| ⮙ | Signature of witness |  | ⮙ | Full Name of Authorised Officer | |
| ⮙ | Name of witness (print) |  | ⮙ | Office Held | |

*By signing this Agreement, I warrant that I am the Purchaser named in this Agreement or am authorised by the Purchaser to sign and bind the Purchaser.*

Please note: A witness and witness signature is not required if being signed electronically.

[#Alternative execution clause: If Purchaser is a company. Delete if it is not applicable]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Executed by | |  |  | |
| [#insert Purchaser's name] ACN [#insert Purchaser's ACN] on        /       /2024 by: | |  |  | |
|  | |  |  | |
| ⮙ | Director |  | ⮙ | Director/Secretary |
|  | |  |  | |
| ⮙ | Full name of Director |  | ⮙ | Full name of Director/Secretary |

[#**or**]

*By signing this Agreement, I warrant that I am the Purchaser named in this Agreement or am authorised by the Purchaser to sign and bind the Purchaser.*

Please note: A witness and witness signature is not required if being signed electronically.

|  |  |  |  |
| --- | --- | --- | --- |
| Executed pursuant to s 127 *Corporations Act 2001* (Cth) by |  |  | |
| [#insert Purchaser's name] ACN [#insert Purchaser's ACN] on / /2024 |  |  | |
|  |  | |
|  |  | ⮙ | Signature of [#insert name of sole director or sole secretary] who signs in the capacity of sole secretary and sole director |

[#Alternative execution clause: If Purchaser is an individual. Delete if it is not applicable]

*By signing this Agreement, I warrant that I am the Purchaser named in this Agreement or am authorised by the Purchaser to sign and bind the Purchaser.*

Please note: A witness and witness signature is not required if being signed electronically.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Executed by [#insert name] on / /2024 in the presence of: | |  |  | |
|  | |  | ⮙ | Signature of [#insert name] |
|  | |  |  | |
| ⮙ | Signature of witness |  |  | |
| ⮙ | Name of witness (print) |  |  | |