

Terms and Conditions of Purchase

KNOX CITY COUNCIL

TERMS AND CONDITIONS OF PURCHASE

In this document the term “Council” refers to Knox City Council and “ATO” refers to the Australian Taxation Office.

Invoice:

All tax invoices must comply with ATO regulations and must be forwarded directly to Knox City Council, 511 Burwood Highway, Wantirna South, Vic, 3152. To enable payment the purchase order number must be included on all invoices.

Terms of payment:

Council’s terms of payment are 30 days from invoice date.

GST:

All amounts on this purchase order are quoted excluding GST.

Purchase Order Number:

A purchase order must be obtained for all goods and services provided to the Council (unless advised as exempt as stated in the Councils’ purchasing policy). To enable payment the purchase order number must be shown on all tax invoices, packages and delivery dockets.

Delivery:

To provide proof of delivery all goods must be signed for by a Council officer. Delivery of goods and services must be in accordance with the details provided on this purchase order. It is the supplier’s responsibility to ensure that goods are delivered in a condition that fits the purpose for which they were sold. Goods and services are subject to inspection and approval within a reasonable timeframe following delivery. If specifications are not met then the Council may reject goods or services provided and return at the supplier’s expense.

Delivery costs:

The supplier must advise of delivery costs when issuing price information on goods and services. All delivery costs must be agreed to before delivery of goods and services and should be included on the purchase order.

Price variations:

Any variations to the price on a purchase order must be agreed to with Council prior to delivery of goods or services.

Property of Council:

All items physical, intellectual or otherwise produced as a result of the supply of the goods or services will remain the property of Council.

Cancellation:

The Council may cancel any undelivered standard goods forming all or part of this order. Council is not obliged to receive or pay for cancelled goods.

Confidentiality:

The supplier will not disclose and will ensure that its employees, agents or contractors do not disclose any information relating to the Council or its affairs in relation to the details on this purchase order.

Preference:

Council may give preference to Australian made and/or environmentally sustainable goods and services where quality, price and suitability are comparable.

Contracts:

Where the supplier has entered into a contract for the supply of goods or services included on this purchase order, the terms and conditions of the contract must be complied within addition to these terms and conditions.

Privacy:

If a provider either discloses or gains access to any Personal Information in the course of providing goods or services to Council, the provider warrants that: it has complied with the Privacy Act 1988 (Cth), the Privacy and Data Protection Act 2014 (Vic) and any other relevant legislation with respect to the collection, use and disclosure of such Personal Information; and at the time of collecting the Personal Information, it obtained all necessary consents and authorisations from the persons to whom that Personal Information relates to enable disclosure of the Personal Information to the Principal, the Principal's employees and any advisors to the Principal. The provider must indemnify, keep indemnified and hold harmless the Principal, in respect of any loss, liability or expense suffered or incurred by the Principal arising out of, or in connection with, any breach of the provider's obligations under this clause.