

Western Australia Police Force Very Simple Contract Terms

1. Agreement

- 1.1 The Supplier has agreed to supply the Goods or Services to the Customer in accordance with the Contract, which consists of (in order of hierarchy) the Purchase Order and these Very Simple Contract Terms.
- 1.2 The **Customer**, **Supplier** and **Goods** or **Services** are as specified in the Purchase Order.

2. Supply of Goods or Services

- 2.1 The Supplier must comply with all applicable laws and approvals in supplying the Goods or Services and ensure:
 - a) that the Goods or Services:
 - i. match the description, and conform to the specifications and requirements, in the Contract;
 - ii. conform to any applicable Australian Standards and any other standards in the Contract;
 - iii. are delivered or completed by the date specified in the Contract; and
 - iv. are manufactured (if applicable) and supplied without infringing any person's IP Rights; and
 - b) that the Customer receives the full benefit of any manufacturer's warranties applicable to the Goods.
- 2.2 (Goods) The Supplier must comply with any delivery instructions in the Contract and ensure that the Goods:
 - a) are suitably packed and labelled to ensure delivery in good and whole condition;
 - b) correspond with any sample provided by the Supplier; and
 - c) are new, of merchantable quality, fit for purpose and free from defects in materials, manufacture, workmanship and (if applicable) installation.
- 2.3 (Goods) The Supplier warrants that it has good and unencumbered title to the Goods. Title to the Goods transfers to the Customer only on acceptance of the Goods under the Contract.
- 2.4 (Services) The Supplier must ensure that the Services are provided with due care and skill, in a timely and efficient manner and by appropriately skilled and qualified personnel.

3. Delivery and Acceptance

- 3.1 The Supplier bears the risk of loss or damage to the Goods or Services until the Goods or Services are delivered in accordance with the Contract.
- 3.2 The Customer has the right to inspect all Goods or Services delivered under the Contract prior to acceptance.
- 3.3 If the Goods or Services do not comply with the Contract, the Customer may within 14 days after the later of installation and delivery or performance by the Supplier ("acceptance period"), by written notice to the Supplier, reject the Goods or Services, detail the reason for the rejection and (acting reasonably) direct the Supplier to within the time specified in the notice:
 - a) replace the rejected Goods;
 - b) refund any payment for the rejected Goods or Services; or
 - c) repair the rejected Goods or re-perform the Services to the satisfaction of the Customer.Acceptance of the Goods or Services does not relieve the Supplier of its obligations under the Contract or at Law.
- 3.4 The Supplier must, at its own cost, comply with the Customer's direction under clause 3.3 and if the Supplier fails to comply within the time specified in the Customer's notice, the Customer may have the Goods or Services supplied or performed by others and the costs incurred by the Customer will be a debt due and payable by the Supplier to the Customer on demand.
- 3.5 Remedied Goods or Services are subject to acceptance under this clause 3.
- 3.6 If the Customer does not reject the Goods or Services during the acceptance period, the Customer is taken to have accepted the Goods or Services.

4. Price and Payment

- 4.1 The price stated in the Contract is final, inclusive of GST and includes all costs and charges until the Goods or Services are accepted.

4.2 The Customer will pay the amount owing to the Supplier under a Tax Invoice (as defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*) duly submitted in accordance with the Contract within 20 days of the later of receipt of such invoice and receipt of the Goods or Services. A Tax Invoice must quote the Contract ID (or Purchase Order) number.

5. Supplier's Obligations

5.1 (**Insurance**) The Supplier must take out and maintain, with a reputable and solvent insurer authorised to operate in Australia as an insurance company, and in accordance with any Contract requirements:

- a) all insurance required by law;
- b) such insurance as is consistent with good industry practice and that a prudent supplier would hold in connection with the Contract, including appropriate Public and Products Liability insurance; and
- c) any other insurance specified in the Contract.

5.2 (**Confidential information**) Other than information in the public domain, the Supplier must keep the Customer's information confidential and only use or disclose the information to the extent necessary to perform the Contract.

5.3 (**Subcontracting**) Any subcontracting of the Supplier's obligations under the Contract requires the Customer's prior written consent, and a subcontract will not relieve the Supplier from its obligations under the Contract.

5.4 (**IP**) The Supplier grants (and must ensure that any other owner of any IP Rights grants) to the Customer an irrevocable, unconditional, perpetual, royalty free, non-exclusive, worldwide and transferrable (including sub-licensable) licence to exercise all the IP Rights in the Goods or Services to ensure the Customer receives the full benefit of the Goods or Services. The Supplier warrants that it is entitled to grant this licence and indemnifies the Customer from any loss resulting from any non-compliance.

5.5 (**Records**) The Supplier must maintain proper records relating to the supply of the Goods or Services for 7 years after the later of expiry or termination of the Contract and must provide the Customer access to such records and all reasonable assistance for any purpose associated with the Contract.

5.6 (**Access to premises**) If the Supplier or its officers, employees, agents, contractors or subcontractors require access to the Customer's premises to supply the Goods or Services, the Supplier must and must ensure that such persons act in a safe and lawful manner and comply with the Customer's site policies and all reasonable directions relating to occupational health, safety, security and confidentiality.

6. Termination

6.1 A party may, by providing written notice to the other party, immediately terminate the Contract if the other party breaches a material term of the Contract and the breach is not capable of remedy or the breach is capable of remedy and is not remedied within the reasonable period specified in a notice of breach issued by the non-defaulting party.

6.2 The Customer may by written notice immediately terminate the Contract if the Supplier suffers or, in the reasonable opinion of the Customer, is at risk of becoming subject to any form of insolvency administration or bankruptcy (except to the extent that the right is stayed under applicable law).

6.3 Subject to receipt of a valid Tax Invoice, the Customer will pay the Supplier for Goods or Services accepted before the effective date of termination.

7. Integrity Checks

7.1 The Customer may request the Supplier, its office holders, majority shareholders and that shareholder's office holders where appropriate, and the Supplier Personnel, at any time and from time to time, to submit to a WA Police Force Integrity Check in accordance with the Police Manual.

- a) The Supplier must comply with the Customer's request within seven (7) Business Days of such request.
- b) If the outcome of any WA Police Force Integrity Check is that the application of the Supplier, its office holders, majority shareholders or that shareholder's office holders where appropriate, or any of the Supplier Personnel are not supported, WA Police Force may, without prejudice to WA Police Force's other rights under the Contract, request the Supplier(s) to promptly remove that person/s from involvement in the Contract. WA Police

Force is not obligated to provide any reasons or justification to support any decision made in the event this right is exercised.

- c) If the Supplier is requested to remove any person/s under this clause, the Supplier must, at its own cost, promptly remove that person/s from all involvement in the Contract and if necessary, arrange for a replacement of that person.
- d) The Supplier must immediately inform the Customer of any new prospective employee intended to be involved in the provision of services under the Contract and for that employee to similarly submit to or for the Supplier to obtain and provide to the Customer required information specified under this clause.
- e) The Customer may also require periodic integrity checks of individuals who have previously had an Integrity Check.
- f) If any of the Supplier Personnel are required to provide Services in highly sensitive areas of the Customer's business, they may be required to undergo further detailed high level integrity checks, additional to those set out above.
- g) Should a Respondent or any of its office holders, majority shareholders or that shareholder's office holders where appropriate, or Respondent's Specified Personnel be deemed not suitable to provide the Contracted services as a result of a WA Police Force Integrity Check, the Contract Authority reserves the right not to award a Contract to that Respondent.

7.2 In addition to Clause 6 of these Very Simple Contract Terms:

WA Police Force may, upon written notice to the Supplier, immediately terminate this agreement if:

- 1. The outcome of an application of an Integrity Check by the Supplier, any of its office holders, majority shareholders or that shareholder's office holders where appropriate, or Supplier Personnel is not supported; or
- 2. The Supplier, any of its office holders, majority shareholders or that shareholder's office holders where appropriate, or Supplier Personnel does anything which, in the reasonable opinion of WA Police Force, would, or is likely to mean, that an application for an Integrity Check, in accordance with the Police Manual, by that person would not be supported;
- 3. In the reasonable opinion of WA Police Force its continued association with the Supplier will be detrimental to the reputation of WA Police Force or the State, or otherwise have the effect of bringing the reputation of WA Police Force or the State into disrepute.

WA Police Force will not be liable to pay any compensation, including for loss of prospective profits for a termination under this Clause 2 or loss of any benefits that would have been conferred on the Supplier had the termination not occurred.

7.4 Confidential Information

The Contractor and Specified Personnel agree to maintain confidentiality and not to release any information or product produced to any third party without the express written consent of WA Police Force.

8. General

8.1 In the Contract, unless the context otherwise requires:

IP Rights means patents, copyright, rights to circuit layouts, registered designs, trade marks, plant breeder's rights, database rights and the right to have confidential information (being information which is capable of being protected by way of an action for breach of confidence) kept confidential and any application or right to apply for registration of any of those rights.

or is given its inclusive meaning, that is meaning one, some or all of a number of possibilities.

8.2 **Purchase Order** means an order from the Customer for supply of the Goods or Services which incorporates or refers to these Very Simple Contract Terms, and includes all requirements in connection with the supply of the Goods or Services communicated by the Customer to the Supplier up to the date of the order.

8.3 **(Governing law and jurisdiction)** The Contract is governed by the laws in the State of Western Australia, and each party submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia.

8.4 **(Relationship)** Nothing in the Contract gives a party authority to bind the other party in any way. The Supplier is an independent contractor.

- 8.5 **(Variation)** A term of the Contract can only be varied if the variation is in writing and agreed to by both parties.
- 8.6 **(Assignment)** The Supplier must not assign any rights under the Contract without the Customer's prior written consent.
- 8.7 **(Entire agreement)** The Contract represents the parties' entire agreement in relation to its subject matter.
- 8.8 **(Survival)** Clauses 1.1b), 5.2, 5.4, 5.5, 6.3 and 6.3 survive the termination or expiry of the Contract.