



Purchase Order – General Terms

1. Contract

- (a) Unless stated otherwise all Purchase Orders issued by the University are governed by these general terms and conditions.
- (b) If there is any ambiguity or inconsistency between these general terms and conditions and any details in the Purchase Order, the Purchase Order will have precedence to the extent of the ambiguity or inconsistency.
- (c) The issue of a Purchase Order forms a binding contract between the Supplier and the University without the need for further action by the parties (**Agreement**).

2. Supplier's Activities

The Supplier agrees to perform the Supplier's Activities in consideration for payment of the Fees.

3. Provision of Goods and Services

3.1 General

The Supplier must perform the Supplier's Activities :

- (a) using appropriately qualified, skilled and experienced Personnel;
- (b) to the reasonable satisfaction of the University; and
- (c) in accordance with any other requirements specified in the Agreement.

3.2 Identification of maintenance requirement

Where in the performance of any Services the Supplier identifies a deficiency, fault or error in relation to the Site or asset to which the Services relate:

- (a) the Supplier must notify the University as soon as possible; and
- (b) subject to subclause 3.2(c) the Supplier must not carry out any maintenance referred to in subclause 3.2(a) unless the University has issued a Purchase Order in relation to same.
- (c) Where there is risk to health or safety, the University may give the Supplier an oral direction to perform urgent maintenance work and must confirm that oral direction with a written Purchase Order within 24 hours.

4. Approvals, law, standards and policies

- (a) The Supplier must obtain and comply with any necessary licences, accreditations, permits, registrations, regulatory approvals or other documented authority (however described) required by law or any government authorities and necessary for the provision of the Supplier's Activities.
- (b) The Supplier must comply with and ensure its Personnel comply with:
 - (i) the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Agreement is to be carried out;
 - (ii) all relevant Australian Standards which are identified in the Purchase Order or of which the Supplier ought reasonably to be aware; and
 - (iii) the University Policies.

5. Quality

5.1 Warranties

The Supplier warrants that:

- (a) it will perform the Services at a standard consistent with Best Industry Practice;
- (b) any Goods and Deliverables provided are free from deficiencies in design, manufacture and workmanship and are fit for purpose; and
- (c) it has the necessary skills, resources and experience to carry out the Supplier's Activities in accordance with the Agreement.

5.2 Quality assurance

The Supplier must comply with any quality assurance and quality control requirements notified to the Supplier by the University.

5.3 Testing and inspection

Unless otherwise provided, the Supplier is responsible for all tests and inspections associated with the Supplier's Activities or as reasonably directed by the University. The results of any tests must be promptly supplied to the University.

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6. Subcontracting

The Supplier may not subcontract any part of the Supplier's Activities without the University's prior consent. Subcontracting any part of the Supplier's obligations under the Agreement will not relieve the Supplier from any of its obligations under the Agreement.

7. Time

7.1 Performance of Services

The Supplier must perform the Supplier's Activities with due expedition and without delay, to meet any special instructions specified in the Purchase Order.

7.2 Supply of Goods

The Supplier must supply Goods to the University at the Delivery Location on or before the relevant Delivery Date and in accordance with any special instructions for the delivery of the Goods specified in the Purchase Order.

7.3 Notice of Delay

- (a) The Supplier must promptly notify the University if the Supplier becomes aware that the Supplier will be unable to provide all or part of the Services and/or Goods in accordance with the requirements of this clause 7, and advise the University as to when it will be able to do so.
- (b) The University may, in its sole and absolute discretion, unilaterally extend the Delivery Date or time for completion of Services. The University is not required to exercise its discretion under this clause 7.3(b) for the Supplier's benefit.

8. Variations

- (a) The Supplier must not vary the Supplier's Activities except as directed by the University.
- (b) The University may instruct the Supplier to carry out a Variation. The Fees will be adjusted for all Variations directed by the University by an amount agreed between the parties, or failing agreement, an amount determined by the University by reference to reasonable rates and prices (including a reasonable amount for profit and overheads).
- (c) If a Variation omits or deletes certain Supplier's Activities, the University may perform the omitted work itself or by engaging others.

- (d) If the Supplier has already incurred expense in arranging for the order or delivery of the Goods and/or Services specified in a Purchase Order varied under clause 8(b), the University agrees to pay the Supplier's reasonable costs or expenses incurred.
- (e) The University may not omit the whole of the Supplier's Activities by way of a Variation.

9. Acceptance and defects

9.1 Acceptance and rejection

- (a) The University may, within 14 days after delivery of the Goods, or completion of the Services (as applicable):
 - (i) accept the Supplier's Activities; or
 - (ii) reject the Supplier's Activities if they do not comply with the requirements of the Agreement.
- (b) If the University does not notify the Supplier of acceptance or rejection within the 14-day period, the University will be taken to have accepted the Supplier's Activities.
- (c) Without limiting clause 9.1(a)(ii) or any other rights, if the University rejects the Supplier's Activities, the University may require the Supplier to:
 - (i) provide, at the Supplier's cost, replacement Goods or Services which comply with the requirements of the Agreement; or
 - (ii) to take any other action to rectify any aspect of the Supplier's Activities, as directed by the University.
- (d) At the University's request, the Supplier must promptly remove any rejected Goods from the University's premises at its cost.

9.2 Defects

- (a) Notwithstanding acceptance of the Supplier's Activities by the University in accordance with clause 9.1, the Supplier must remedy at its cost any defects in the Supplier's Activities notified by the University to the Supplier at any time within the Defects Liability Period.
- (b) If the Supplier does not remedy the defect within the time required by the University (or if no time is specified, a reasonable time), the University may



remedy the defect and the costs incurred by the University in remedying the defect will be a debt due from the Supplier to the University.

10. Site

10.1 Access to Site

- (a) The University will provide the Supplier with non-exclusive access to the Site, and relevant University systems, to perform the Supplier's Activities.
- (b) The Supplier must comply with all the University's directions, procedures and policies relating to access and security when accessing and using the Site and systems (including the University Policies).

10.2 Safety

- (a) The Supplier must:
 - (i) comply with all the University's directions, procedures and policies relating to safety when accessing and using the Site (including the University Policies);
 - (ii) comply, and ensure that its' subcontractors comply, with the WHS Legislation; and
 - (iii) consult, co-operate and co-ordinate activities with the University and any other person who, concurrently with the Supplier, has a work health and safety duty under the WHS Legislation in relation to the same matter.
- (b) The Supplier must ensure that the performance of the Supplier's Activities are without risk to the health and safety of persons who may in any way be affected by the Supplier's Activities.
- (c) If any accident or safety incident occurs at the University's premises or involves the University's Personnel in connection with the Supplier's Activities, the Supplier must immediately:
 - (i) report the incident to the University,
 - (ii) promptly provide the University with copies of any notices or other documentation provided to or issued by the relevant government regulator in relation to the incident; and

- (iii) provide the University with such other information as may be required by the University to facilitate the notification to or investigation of the incident in accordance with the WHS Legislation.

10.3 Utilities

Where power and water are available on a Site, these will be made available to the Supplier at no expense for the purpose of performing the Suppliers Activities.

11. Prohibition on Sexual Misconduct

- (a) For the purpose of this clause "Sexual Misconduct" includes any sexual offences against an adult or child and 'sexual harassment' being conduct described in s17(3) of the *Anti-Discrimination Act 1998* (Tas).
- (b) The Supplier acknowledges that maintaining a safe and respectful University community that is free of Sexual Misconduct is of material significance to the University.
- (c) The Supplier and its representatives, agents and subcontractors will comply with the University's Behaviour Policy as published from time to time on its website and will not engage in Sexual Misconduct in its discharge of the Services or while attending University premises.
- (d) The University may terminate this agreement with immediate effect by written notice to the Supplier where it knows or reasonably suspects that the Supplier has engaged in Sexual Misconduct contrary to clause 11(c).
- (e) The Supplier will notify any allegations of Sexual Misconduct arising in the course of the Services or while attending University premises to the University's Work Health and Safety Unit by email: health.safety@utas.edu.au
- (f) Upon receiving notice of an allegation of Sexual Misconduct from the Supplier or any of its representatives, agents or subcontractors, the University agrees to accommodate all reasonable requests of the Supplier to:
 - (i) vary this agreement; or
 - (ii) delay the performance of the Supplier's Activities;
 - (iii) where reasonably required to investigate an allegation or to provide appropriate



support or protect the safety of any alleged victims.

12. Modern Slavery

- (a) In performing its obligations under this Agreement, the Supplier shall and shall ensure all of its agents, Suppliers and sub-Suppliers:
 - (i) comply with all applicable laws, statutes, regulations in force from time to time, including but not limited to the Modern Slavery Act; and
 - (ii) take reasonable steps to ensure that there is no Modern Slavery in the Supplier agents, Suppliers and/or sub-Suppliers supply chains or in any part of their business.
- (b) The Supplier represents and warrants that:
 - (i) it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act; and
 - (ii) neither the Supplier, nor any of its officers, employees or other persons associated with the Supplier:
 - (A) has been convicted of any offence involving Modern Slavery; and
 - (B) having made reasonable enquiries, to the best of its knowledge has been or is the subject of any investigation, inquiry or enforcement proceedings by any Governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery.
- (c) The Supplier shall implement due diligence procedures for its own agents, Suppliers and sub-Suppliers, and other participants to ensure that there is no Modern Slavery in its supply chains.
- (d) The Supplier shall notify the University as soon as it becomes aware of any actual or suspected Modern Slavery in a supply chain, which has a connection with this Agreement.

13. University Access and Audit

At the University's request, the Supplier must permit the University, and its nominees, timely and sufficient

access to the Supplier's records or accounts relevant to the Agreement for the purpose of monitoring the Supplier's work health and safety and environmental compliance in connection with the provision of the Supplier's Activities.

14. Fees and payment

14.1 Fees

The Fees allow for and are inclusive of:

- (a) the provision of all Goods, Services, plant, equipment, work and Materials;
- (b) the cost of any packaging, marking, handling, freight, delivery, and insurance;
- (c) the costs of compliance with all statutory, award or other legal requirements;
- (d) of all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas; and
- (e) any other costs and work necessary for the Supplier's Activities, whether or not expressly mentioned Statement of Works.

14.2 Tax Invoice

- (a) The Supplier will issue a tax invoice to the University for Services performed and Goods supplied:
 - (i) If the Purchase Order provides for the payment of the Fees by way of instalments or milestone payments, at the times set out in the Purchase Order; or
 - (ii) following acceptance of the Supplier's Activities in accordance with clause 10.1.
- (b) The tax invoice must be:
 - (i) be a valid tax invoice for the purposes of the GST Act;
 - (ii) be delivered as instructed in the Purchase Order; and
 - (iii) contain details of the Services and Goods provided by the Supplier up to the date of the invoice.

14.3 Payment

Subject to clauses 14.2 and 14.5, the University will pay the amount claimed by the Supplier in its tax invoice on the Friday following the date that is 30 days after the date of the relevant tax invoice or, if the date 30 days



after the date of the relevant tax invoice is a Friday, on that day.

14.4 Payment not to constitute acceptance

Payment of the Fees will not be deemed to constitute or indicate the University's acceptance of the Goods or the Services for the purposes of this Agreement.

14.5 Disputes

- (a) The University reserves the right to dispute the rendering of any invoice by the Supplier on reasonable grounds.
- (b) If the University elects to dispute any invoice, the University must pay the undisputed portion of the invoice, then seek to resolve the dispute in accordance with clause 17.

14.6 Set Off

If the Supplier owes any debt to the University in connection with the Agreement, or if the University reasonably considers it has any claim against the Supplier, the University may deduct the amount of the debt or claim from payment of the Fees.

14.7 GST

- (a) Unless otherwise stated the Fees and any other monetary amounts in this Agreement are exclusive of GST.
- (b) the University will pay to the Supplier an amount equal to any GST payable on any taxable supply made under or in connection with the Agreement.
- (c) The Supplier warrants that it is registered for GST under the GST Act and will immediately notify the University if it ceases to be registered or ceases to satisfy any of the requirements of any determination or ruling made by the Australian Taxation Office under the GST Act.

15. Intellectual Property and information

15.1 Intellectual Property

- (a) Each party will retain its Pre-Existing IPR and nothing in the Agreement assigns or transfers the Pre-Existing IPR of one party to another.
- (b) The Supplier grants to the University a non-exclusive, perpetual, transferable, royalty-free licence to use, reproduce, make adaptations of, modify or incorporate into other work (and sub-licence any other third party to do so) the Supplier's Pre-Existing IPR subsisting in the

Deliverables for the purpose of using the Deliverables.

- (c) Subject to the above, title in, and ownership of all Intellectual Property Rights associated with the Deliverables vests on its creation in the University. The Supplier agrees to execute all documents and do all acts and things required by the University to give effect to this clause.
- (d) The Supplier warrants that it has all Intellectual Property Rights and moral rights necessary to provide the Supplier's Activities. The Supplier also warrants that the provision of the Supplier's Activities in accordance with the Agreement will not infringe any third party's Intellectual Property Rights or moral rights.
- (e) The Supplier indemnifies the University against any claims against, or costs, losses or damages suffered or incurred by, the University arising out of, or in any way in connection with, any actual or alleged infringement of any Intellectual Property Rights in or associated with the Supplier's Activities.
- (f) This clause 15.1 survives any termination or expiry of the Agreement.

15.2 Publicity

The Supplier must not issue any media release, promotional material or publicity in connection with this Agreement without the prior written approval of the University.

16. Termination

16.1 Termination for Supplier default

- (a) The University may terminate the Agreement if:
 - (i) the Supplier notifies the University that it will be unable to provide the Supplier's Activities in accordance with any requirement of the Agreement;
 - (ii) the University rejects the whole of the Supplier's Activities in accordance with clause 9.1;
 - (iii) the Supplier breaches the Agreement and the breach is not capable of remedy;
 - (iv) the Supplier does not remedy a breach of the Agreement, which is capable of remedy, within fourteen (14) days of service of a written notice of default



issued by the University to the Supplier requiring the Supplier to remedy the breach; or

- (v) the Supplier breaches any of its obligations under clause 10.2.

- (b) If the University terminates the Agreement under this clause 16.1, the University will not be obliged to make any further payments to the Supplier, and will be entitled to recover from the Supplier any costs, losses or damages incurred or suffered by the University or in connection with such termination.

16.2 Termination for the University default

- (a) If the University fails to pay an amount that is due and payable under this Agreement within ten (10) Business Days of the due date, the Supplier may provide a notice to the University stating that such amount remains unpaid.
- (b) If the University fails to pay the unpaid amount within a further ten (10) Business Days from the Supplier's notice under clause 16.2(a), the Supplier may terminate this Agreement by written notice to the University.

16.3 Termination for insolvency

Either party may immediately terminate this Agreement by notice in writing if the other party suffers an Insolvency Event.

16.4 Termination for convenience

- (a) In addition to any other rights it has under the Agreement, the University may at any time terminate the Agreement by notifying the Supplier in writing.
- (b) If the University issues such a notice:
 - (i) the Supplier must stop work in accordance with the notice, comply with any directions given by the University and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected subcontracts.
 - (ii) the University will only be liable to pay the Supplier for:
 - (A) Supplier's Activities properly carried out prior to the date of termination; and

- (B) any reasonable costs incurred by the Supplier that are directly attributable to the termination provided the Supplier substantiates these amounts to the reasonable satisfaction of the University.

- (c) Other than as set out in this clause 16.4 the Supplier is not entitled to make, and the University will not be liable upon, any claim in connection with termination of the Agreement under clause 16.4(a).

17. Disputes

- (a) If a dispute or difference arises between the Supplier and the University in respect of any fact, matter or thing arising out of, or in any way in connection with the Agreement, or either party's conduct before the Agreement, the dispute or difference must be determined in accordance with the procedure in this clause 17.
- (b) Where such a dispute or difference arises, either party may give a notice in writing (**Notice of Dispute**) to the other party specifying:
 - (i) the dispute or difference;
 - (ii) particulars of the party's reasons for being dissatisfied; and
 - (iii) the position which the party believes is correct.
- (c) A representative of the University and the Supplier must, within 5 Business Days of a notice being given under clause 17(b), meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference.
- (d) If the parties have not resolved the dispute or difference or agreed on an alternative process for resolving the dispute or difference within 25 Business Days after a notice is given under clause 17(b), the dispute will be submitted to mediation.
- (e) The mediation must be conducted in Hobart, Tasmania.
- (f) The Institute of Arbitrators and Mediators Australia Mediation and Conciliation Rules (as at the date of the Agreement) as amended by this clause 17 apply to the mediation.
- (g) If the parties have not agreed upon the mediator within 5 Business Days the mediator is the person



appointed by the President of the Tasmanian Chapter of the Resolution Institute (President) or the President's nominee, acting on the request of any party to the dispute or complaint.

- (h) The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.
- (i) If the mediation does not resolve the dispute or complaint within twenty 20 Business Days from its referral thereto then either party may commence a court action or proceedings.

17.2 Continuing obligations

- (a) The parties agree to continue to perform their obligations under the Agreement, notwithstanding the existence of a dispute or complaint.
- (b) either party may commence court proceedings in respect of the dispute or difference.
- (c) Despite the existence of a dispute or difference between the parties, each party must continue to perform its obligations under this Deed.
- (d) This clause will not prevent either party from seeking urgent injunctive or interlocutory relief.

18. Risk and Insurance

18.1 Title and Risk

- (a) Title to any Goods and Deliverables transfers to the University upon the earlier of payment or delivery.
- (b) The Supplier bears the risk of any loss or damage to the Goods until the Goods are accepted in accordance with this Agreement (subject to any liability of the Supplier under clause 9.2).

18.2 Indemnity

- (a) The Supplier must indemnify the University from and against:
 - (i) any loss of or damage to property of the University; and
 - (ii) any loss suffered or claims by any person against the University in respect of loss of or damage to any property or injury to or death of persons; and
 - (iii) any other loss, claims, demands, proceedings, liability, costs and expenses, caused by or arising directly out of the Supplier's Activities.

- (b) The Supplier's liability to indemnify the University will be reduced proportionately to the extent that an act or omission (including negligence) of the University or its Personnel contributed to the injury loss or damage in relation to which the indemnity is payable.

18.3 Insurance

- (a) The Supplier must procure and maintain insurance policies that are commercially prudent in respect of the Supplier's obligations under this Agreement (including but not limited to public and products liability, professional services liability and workers compensation insurance as required by Law) meeting minimum requirements that are approved by the University, acting reasonably, and must provide certificates of currency for such insurance policies to the University on request.
- (b) Where requested in the Statement of Work, the Supplier must ensure that the University is noted as an interested party on the insurances required under this clause 18.
- (c) The Supplier must notify the University as soon as practicable in the event that a claim is made against an insurance policy required to be effected under the Agreement that materially impacts the Supplier's ability to perform the Supplier's Activities or to comply with any of its obligations under the Agreement.

19. Miscellaneous

19.1 Supplier to inform itself

The Supplier warrants that:

- (a) it did not in any way rely upon any information provided to the Supplier by or on behalf of the University (or the accuracy of any such information) for the purposes of entering into the Agreement, except to the extent that any such information forms part of the Agreement; and
- (b) it has done everything that would be expected of a skilled, prudent, experienced and professional Supplier in assessing the risks which it is assuming under this Agreement and ensuring that the Fees contains allowances to protect it against any of these risks eventuating.

19.2 Prior works

- (a) The parties acknowledge and agree that the terms of the Agreement will apply to any works,



services, goods or things executed, supplied or performed by the Supplier in connection with the subject-matter of the Agreement or the Supplier's Activities:

- (i) as if those works, services, goods or things were Supplier's Activities; and
 - (ii) even if such works, services, goods or things were executed, supplied or performed by the Supplier prior to the date of the Agreement
- (b) Any payment made to the Supplier by the University under or in connection with the subject-matter of the Agreement or the Supplier's Activities prior to the date of the Agreement will be treated as a payment under the Agreement and will fully discharge the University's obligation to pay the Agreement Price in respect of the relevant works, services, goods or things executed, supplied or performed by the Supplier.

19.3 Notices

Any notice or communication under the Agreement will be effective if it is in writing, signed and delivered to the University or the Supplier, at the address, or email set out in the Purchase Order. The University may give a verbal direction but must confirm any verbal direction in writing.

19.4 Assignment

The Supplier must not assign any of its rights under the Agreement without the prior written consent of the University.

19.5 Proportionate liability

To the extent permitted by law, Part 9A of the Civil Liability Act 2002 (Tas) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with this Agreement whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

19.6 Indemnities

- (a) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiry of the Agreement.

- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by the Agreement.
- (c) A party must pay on demand any amount it must pay under an indemnity in the Agreement.

19.7 The University may act

The University may, either itself or by a third party, carry out an obligation under the Agreement which the Supplier was obliged to carry out but failed to carry out within the time required. The costs, expenses and damages suffered or incurred by the University in so carrying out such an obligation will be a debt due from the Supplier to the University.

19.8 Waiver

No waiver of a right or remedy under this Agreement is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

19.9 Governing Law

The laws of Tasmania apply to the Agreement. The parties submit to the jurisdiction of the courts of Tasmania and the Commonwealth of Australia.

19.10 Entire Agreement

The Agreement represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

20. Definitions

In these general terms and conditions:

Agreement has the meaning given in clause 1.

Best Industry Practice means practices which optimise safety, efficiency, durability and performance, and minimise environmental impacts, consistent with recognised standards, methods, and laws, as would be used by skilled and experienced contractors for works or services similar to the Supplier's Activities.

Business Day means a day other than a Saturday, Sunday or public holiday in Tasmania.

Defects Liability Period means the period commencing on acceptance of the Supplier's Activities by the University and continuing for:

- (a) 90 days; or



- (b) the period of the Supplier's or manufacturer's standard warranty applicable to the Supplier's Activities; or
- (c) such other period set out in the Agreement, whichever is the longest.

Deliverables means all items, Materials, documentation (including any plans, drawings, manuals and specifications) and products produced, created or developed for the University by or on behalf of the Supplier as part of providing the Supplier's Activities for the purposes of, or in anticipation of, the Agreement, irrespective of whether they are produced, created or developed prior to the date of the Agreement (but excluding the Goods).

Delivery Date means the date or dates for provision of the Goods or Services, as specified in the Purchase Order.

Delivery Location means the location or locations for the provision of the Goods, as specified in the Purchase Order.

Fees means the price for the performance of the Supplier Activities specified in the Purchase Order.

Goods means the goods specified in the Purchase Order (if any) or otherwise ordered by the Supplier in performance of the Suppliers Activities.

GST has the meaning given in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Supplier

Insolvency Event means an event by which a party is:

- (a) rendered insolvent;
- (b) placed in or under receivership, receivership and management, liquidation or official management or administration;
- (c) wound up or a resolution is made for its winding-up;
- (d) made subject to any arrangement, assignment or composition (otherwise than as a result of voluntary corporate reconstruction); or
- (e) subject to any other event that has similar effect to any of the events in the preceding paragraphs.

Intellectual Property Rights means any patent, registered design, trademark or name, copyright or other protected intellectual property right.

Materials means goods and materials used in the provision of the Services.

Modern Slavery Act means the *Modern Slavery Act* 2018 (Cth).

Modern Slavery has the meaning given in section 4 of the Modern Slavery Act.

Personnel means officers, employees, agents and subcontractors of a party (but in the case of the University does not include the Supplier).

Pre-Existing IPR of any party means any Intellectual Property Rights belonging to the party which are:

- (a) pre-existing as at the date of the Agreement, but does not include any Intellectual Property Rights developed by the Supplier or any of its Personnel for the purposes of, or in anticipation of, carrying out the Supplier's Activities; or
- (b) brought into existence other than as a result of the performance of its obligations under the Agreement, and used by a party in performing its obligations under the Agreement.

Purchase Order means the Purchase Order issued by the University in respect of the Services and/or Goods, and any attachments to the Purchase Order.

Response Time means the required time for performance of Services as described a Purchase Order.

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

Service Platform means the University's electronic platform for the procurement of goods and services.

Site means any area made available by the University to the Supplier to carry out the Supplier's Activities (if any) including any such land described in the Purchase Order.

Standing Offer Deed means a deed governing the procurement of Goods and Services between the University and the Supplier.

Statement of Work means the description of the Goods or Services and includes the Purchase Order.

Supplier means the Supplier or supplier specified in the Purchase Order.

Supplier's Activities comprises of the supply of Goods and/or Services (as applicable) as specified in the Statement of Work and any other things or tasks which



the Supplier is, or may be, required to do to comply with its obligations.

University Policies means those of the University's policies, standards and guidelines (as amended from time to time) relevant or applicable to the Agreement which the University brings to the Supplier's attention, either through its Service Platform or by any other reasonable means.

Variation means any change to the Supplier's Activities including any addition, increase, decrease, omission, deletion or removal to or from the Supplier's Activities.

WHS Legislation means the *Work Health and Safety Act 2012 (TAS)* and the *Work Health and Safety Regulations 2012 (TAS)*.

21. Interpretation

In these general terms the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be interpreted as, words of limitation;
- (e) reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to, or replacements of, that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to, this Agreement (as applicable);
 - (vi) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
 - (vii) a monetary amount is in Australian dollars;
- (f) an agreement on the part of two or more persons binds them jointly and severally;
- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it; and
- (i) unless otherwise expressly stated, a provision of these general terms and conditions which says that the University "may" do or not do something does not impose an obligation on the University to do or not do that thing, or to do or not do that thing in any particular way.