

# Guide for Suppliers



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## **Introduction**

This guide is intended as an information resource to assist suppliers and contractors who wish to supply goods and/or services to Mackay Regional Council. It aims to answer frequently asked questions and cover basic information surrounding the following key topics;

- About Mackay
- Mackay Regional Council Organisation Structure
- Mackay Regional Council Procurement Policy
- Workplace Health and safety Information
- Supply Requirements
- Key Contacts

Mackay Regional Council is also committed to ensuring all of its policies, procedures and practices relating to procurement are consistent with best practice and conform to the highest standard of ethical conduct.

## **Information about the Mackay Region**

The Mackay Regional Council area is one of the fastest growing regions in Queensland. Covering the areas of the former Sarina and Mirani shires and Mackay city, it extends 7261 square kilometres. With a population estimate by the Australian Bureau of Statistic of 118,719 (as at 30 June 2012) the region's estimated population in 2031 is about 200,000 people.

Its coastal location is complemented by its spectacular natural environment. This includes 31 beautiful beaches, a picturesque blue river and a pristine rainforest hinterland.

Only an hour's flight from Brisbane, the Mackay region boasts an enviable lifestyle and a buoyant economy with the benefits of a fast-growing coastal area. As the gateway to the rich coal deposits in the Bowen basin, it is the largest sugar-producing region in Australia. Nearly a third of Queensland's export goods originate from the Mackay region.

# Corporate Plan 2009-2014

## VISION FOR THE MACKAY REGION

Prosperous, sustainable and vibrant

## COUNCIL'S MISSION

Our mission is to deliver the vision for the Mackay region in partnership with our community and to strive for excellence in planning, delivering and managing community services and facilities.

## COUNCIL'S GUIDING PRINCIPLES

<b>Quality Service and Outcomes:</b>	<ul style="list-style-type: none"> <li>Recognising that service to our community is our reason for being</li> <li>Encouraging an innovative and professional customer service focus</li> </ul>
<b>Integrity with accountability &amp; responsibility</b>	<ul style="list-style-type: none"> <li>Acting in an honest, impartial and trustworthy manner and engendering a confidence within both our community and our organisation that is the case</li> </ul>
<b>Customer Satisfaction</b>	<ul style="list-style-type: none"> <li>Respecting internal and external customers</li> <li>Developing services and service levels that meet customer expectations</li> <li>Monitoring service delivery</li> </ul>
<b>Commitment to the region</b>	<ul style="list-style-type: none"> <li>Ensuring our actions serve the people of the Mackay region and their long-term interests</li> </ul>
<b>Value</b>	<ul style="list-style-type: none"> <li>Providing services and facilities that offer value for the community and are economically and ecologically sustainable</li> </ul>
<b>Teamwork and Collaboration</b>	<ul style="list-style-type: none"> <li>Effective and efficient teamwork ensuring the principles of good governance are applied to achieve the best value outcomes for the community</li> </ul>
<b>Participation and community engagement</b>	<ul style="list-style-type: none"> <li>Providing genuine opportunities for informed community involvement in decision making in a framework of local democracy</li> </ul>

## CORPORATE KEY STRATEGIC PRIORITIES

<b>Community &amp; Lifestyle</b>	To build safe, strong and self-reliant communities with access to a diverse range of community services and facilities aimed at providing opportunities for participation in community life
<b>Economic Development</b>	To promote a strong, competitive and diverse economy throughout the region by supporting and investing in sustainable business development and local employment opportunities
<b>Environment Sustainability</b>	To enhance and protect the environmental assets of the region, ensuring a protected/preserved natural environment for future generations
<b>Strategic Planning</b>	To take an active approach to integrated regional planning to reflect the aspirations and lifestyles of our community
<b>Infrastructure Services</b>	To effectively plan, deliver and maintain physical services and infrastructure networks for our community's current and future needs
<b>Commercial Services</b>	To provide and manage high-quality water and waste programs on a commercial basis that meet social and environmental objectives
<b>Organisational Excellence</b>	To pursue excellence as an organisation which embraces exceptional customer service, values its staff and promotes ethical standards of practice supported by clear policies and strategies responsive to the needs of the community

# Corporate Structure

## What does Council purchase?

Mackay Regional Council purchases a range of goods, services and contracted works throughout the year. Council's annual expenditure for goods, services and contracted works is a significant part of its expenditure and includes but is not limited to:

- a) Goods including chemicals, plumbing products, road making materials, building materials, fuels and oils, vehicles, plant and equipment, furniture and furnishings, corporate stationary and materials.
- b) Services including professional consultants, legal services and maintenance contractors.
- c) Contracted Works including road and building construction, water and sewerage infrastructure construction, waste management civil construction and plant and machinery contractors.

## Procurement Policy

All purchases of goods and services must be carried out in compliance with the *Local Government Act 2009*, and the *Local Government Finance Standard 2005* and amendments thereto. In particular, Chapter 6 of the *Local Government Regulation 2012*.

The methods, practices and procedures for obtaining goods and services will be prudent and beyond reproach.

All Council Officers, when purchasing goods and services will advance the interests of the Council, attain a high level of professionalism and credibility with supplies and act with integrity and fairness.

Councils Tenders and Contracts Manual sets out the procedures for the procurement of goods and services in the following situations:

- Goods and Services less than \$1,000.00 (Exclusive of GST)
- Goods and services between \$1,000 and \$14,999 (Exclusive of GST)
- Goods and services between \$15,000 and \$199,999 (Exclusive of GST) in a financial year, or over the proposed term of the contractual relationship;
- Goods and services over \$199,999 (Exclusive of GST) in a financial year, or over the proposed term of the contractual relationship.

## Tenders and Quotations

- a) Public Tenders will be invited for the supply of all goods and services involving a cost of more than \$199,999 (Excluding GST) or for a lower cost where it is deemed appropriate.
- b) Public Tenders shall be invited in accordance with the provisions of the *Local Government Act 2009*.
- c) Council will evaluate tenders in accordance with the principles governing the making of contracts as listed in the *Local Government Act 2009* and specifically as identified in the tender documentation.

The ***sound contracting principles*** are:

- value for money; and
  - open and effective competition; and
  - the development of competitive local business and industry; and
  - environmental protection; and
  - ethical behaviour and fair dealing.
- d) Quotations are invited for the supply of all goods and services involving a cost of more than \$1000.00 up to \$199,999 (Exclusive of GST) in a financial year.
  - e) Council will evaluate quotations in accordance with the principles governing the making of contracts as listed in the *Local Government Act 2009*.

# Local Buy



## **Who is Local Buy?**

Local Buy is the Local Government Association of Queensland (LGAQ) contracts and tenders services company. Established in 2001, Local Buy facilitates business relationships with local government and their suppliers.

## **What is Local Buy's role?**

Local Buy's core business is the creation of contractual arrangements for goods and services that can be used by Queensland councils, aggregating the demand for these goods and services to achieve better pricing and conditions, and eliminating the need for councils to establish their own supply contracts.

## **Use of Local Buy Contracts by Mackay Regional Council**

Council may use any contract under the Local Buy contract listing which satisfies a need of Council in delivering its services to the residents of the Mackay Region. Council may chose to form its own contracts where appropriate.

## **How do I get on the Local Buy Supplier list?**

To find out how you can get on a Local Buy contract you can:

- Go to the website- <http://www.localbuy.net.au>;
- Email- [contracts@localbuy.net.au](mailto:contracts@localbuy.net.au); or
- Phone (07) 3000 2280



## Queensland Government Procurement Transformation— QTenders Site

Council utilises the Queensland Government Procurement Transformation Units, tendering solution, QTender. Council's tender box is accessed via the website at:

<https://secure.publicworks.qld.gov.au/etender/index.do>.

This website provides an online interface between suppliers and Queensland Government Agencies, Government Owned Corporations and budget sector agencies and **local governments**. Businesses are able to view tender opportunities and download documents at **no charge**.

The site also allows the submission of tender documentation online without the requirement to lodge physical documents. Specific tenders allow both physical and electronic tender submissions however the standard form of submission is electronic. This supports Councils objective of supporting Sustainable business practices and reduces the administrative cost of tendering for both Council and tenderers.

### How to view tender opportunities

All prospective suppliers to Council must register online to receive tender documentation electronically via email. This will then allow any amendments to closing dates, specific requirements or site meeting announcements to be communicated to all parties.

By clicking on the above site a step by step process on how to register is available, *Supplier Quick Reference Guide*.

For specific tender queries please send an email to [contracts@mackay.qld.gov.au](mailto:contracts@mackay.qld.gov.au) or for assistance in registering please contact the help desk contacts listed below.

### Help Desk

**Hours of operation:** Mon to Fri 8 am til 5 pm

The phone number is **07 3836 0141** or you can send an email to [QTenders@hpw.qld.gov.au](mailto:QTenders@hpw.qld.gov.au)

### Would you like to be notified of new tenders?

Upon registering to use the Queensland Government QTendering website, you will also be given the option to receive FREE email notifications that match your self-defined profile when new tender opportunities are published. This will enable your business to receive not only Councils's tenders but also all government departments, agencies and other local governments tender opportunities.





## Workplace Health and Safety

Mackay Regional Council is committed to ensuring the health and safety of its workers and that other persons are not affected by the conduct of its business or undertaking. Councils goals are to:

- Appoint suppliers who provide cost effective, efficient products and services that exceed safety and quality standards/requirements.
- Provide a safe and healthy workplace for employees and encourage mutually beneficial relationships with customers, suppliers and other staff.
- Provide an environment that promotes awareness of the benefits of safety and wellbeing.
- Design processes which maximise health and safety.
- Build and deliver inputs that are fit for use and meet appropriate standards.
- Ensure outputs are hurt-free for our customers, staff and stakeholders.
- Develop a trained, motivated workforce that delivers high quality, safe services and products, ensuring customer satisfaction.

As a supplier of goods or services to Council, you must comply with the Queensland legislation and meet standards for ensuring health and safety. All contractors and sub-contractors engaged to perform work on Mackay Regional Council premises are required as part of their contract to comply with relevant legislation/standards as well as workplace health and safety policies and procedures of the Council. Failure to meet these standards or observe a direction in relation to health and safety will be dealt with in accordance with the terms of your contract.

### Online Contractors Induction

Council requires all contractors and their employees, volunteers and visitors to Council facilities and worksites must have completed a Mackay Regional Council Contractors Induction. This induction is completed online at <http://mrc.moodle.com.au>.

Detailed instructions on how to complete the induction process are included at the end of this guide in Appendix A.

### Mackay Regional Council Workplace Health and Safety Questionnaire

Appendix B to this guide provides a sample Workplace Health and Safety Questionnaire which must be completed prior to commencing work for Council. This is include for information purposes only.

## Useful Links

Mackay Regional Council Website- Tenders and Purchasing

[www.mackay.qld.gov.au/business/tenders\\_and\\_purchasing](http://www.mackay.qld.gov.au/business/tenders_and_purchasing)

MRC Contractors Induction

<http://mrc.moodle.com.au>.

Queensland Department of Industrial Relations- Work Health and Safety Laws

[www.justice.qld.gov.au/fair-and-safe-work/industrial-relations](http://www.justice.qld.gov.au/fair-and-safe-work/industrial-relations)

Office of the Queensland Parliamentary Council

[www.legislation.qld.gov.au](http://www.legislation.qld.gov.au)

Queensland Government Workplace Health and Safety

<http://www.deir.qld.gov.au/workplace/index.htm>

# Purchasing and Invoicing Requirements

## Purchase Order Requirements

Orders are required for all Mackay Regional Council purchases, except credit card transactions.

A sample of a Mackay Regional Council purchase order form is attached in Appendix C.

Purchase orders will contain the following information

- Purchase order number
- Date
- Description of goods and services
- Quantity and unit of measure
- Price
- Delivery Date
- Delivery Address

Mackay Regional Council Terms of Business, Appendix D, apply to all orders except in the case of where another contract arrangement has been established.

**Tip: Do NOT accept any requests for Goods or Services without a Purchase Order, unless it is being paid for with a Council Purchase Card.**

**In emergency situations please contact the Council Officer requesting the goods or service and obtain the purchase order number.**

## Delivery Requirements

Suppliers should ensure that goods for delivery are labelled correctly to assist with goods receipting and payment. Labels should identify the delivered goods clearly, providing a basis for tracing deliveries. A delivery docket should accompany goods and contain:

- Mackay Regional Council purchase order number
- Delivery Address
- Meaningful description of the goods
- Unit of measure as shown on the purchase order

## Invoicing Requirements

Suppliers should send all invoices directly to the Accounts Payable Department.

Council's preferred method of receiving invoices is **electronically** via email to: [ap@mackay.qld.gov.au](mailto:ap@mackay.qld.gov.au)

Alternatively they can be **posted** to:

Mackay Regional Council  
PO Box 41  
Mackay QLD 4740  
Attention: Accounts Payable

OR

**Faxed** to 07 49442404.

Invoices must contain:

- **Purchase Order Number**
- Delivery Address
- Mackay Regional Council item number (if applicable)
- Correct unit of measure as quoted on the delivery docket and order
- Correct extension of quantity
- Correct extension of price
- Gross price including freight, levies, tax, government charges
- Supplier name, address and ABN
- Supplier item code
- Delivery docket number as supplied with the goods

Before payment is made, the order, delivery docket and invoice will be reconciled. Delayed payments are often caused by quantity and/or price differences between the order, delivery documentation and invoice. Delays are also encountered when the Purchase Order number is not annotated on the invoice.

### **Payments Details**

Mackay Regional Council standard payment terms are 30 days from the date of the invoice, electronic invoices will only be accepted directly from the supplier and not from a Council Officer – ensure invoices are forwarded only to the Accounts Payable department, electronically or by mail.

Mackay Regional Council will process correctly completed invoices as required by the terms and condition of purchase using:

- EFT runs performed on a weekly basis
- Cheques
- Credit Card payments

## Supplier/Contractor Insurances

The requirements for the provision of insurances are specific to the works, goods or services being supplied to Council. The minimum requirements are WorkCover (As required by law) and \$20 million Public liability insurance.

Appendix E provides the information and contacts for the submission of Certificates of Currency.

## Office Hours and Key Contacts

Normal office hours for the Supply, Warehouse and Contracts Sections are:

**Procurement Operations (Purchase Orders)** – 6.30am – 4.30pm, Monday to Friday

Paget Depot  
80 Crichtons Rd,  
Paget Q 4740  
Email: [procurement@mackay.qld.gov.au](mailto:procurement@mackay.qld.gov.au)

**Paget Depot Warehouse (Inventory and Deliveries)** – 6.00am – 3.30pm, Monday to Friday

Paget Depot  
80 Crichtons Rd,  
Paget Q 4740

**Contracts (Tenders)** – 7.00am – 4.00pm, Monday to Friday

Paget Depot  
80 Crichtons Rd,  
Paget Q 4740  
Email: [contracts@mackay.qld.gov.au](mailto:contracts@mackay.qld.gov.au)

**Procurement and Plant Program Contacts are:**

Title	Name
Manager Procurement and Plant	Peter Shuttlewood
Contracts Coordinator	Kylie Kavanagh
Team Leader - Procurement Operations	Tracey Muscat
Warehouse Supervisor	Russell Leeson
Fleet Coordinator	Graham Sutton

# **Appendix A – Contractors WH & S Online Induction**



# THINK SAFE, STAY SAFE.



You have been provided with these directions by the workgroup requesting you to undertake a contractor induction for Mackay Regional Council.

For access to Mackay Regional Council's online WHS Contractor induction you will need

1. An email address
2. Basic computer skills
3. Access to a computer with broadband internet access

If you do not have an email address

**Setting up a hotmail email address for anyone who does not have an email address.**

- Go to Hotmail website: [www.hotmail.com](http://www.hotmail.com)
- Go to Sign Up
- Enter in Personal Details – Windows Live ID is where you put your personalized email address. e.g. asmith
- Select any special features you want
- Click Accept
- Congratulations you just set up your email address

Write down your email address e.g. [asmith@hotmail.com](mailto:asmith@hotmail.com) and password you will need it for future reference.

To undertake the induction you will need to access Council's Online Learning management System via the internet at

<http://mrc.moodle.com.au>

Then create a new account for yourself.

You will then be sent an email which will contain a link for you to access the induction.

Complete the induction.

Complete the Quiz relating to Terms & Condition

Undertake the induction quiz 100% is required and two attempts are permitted.

You will be emailed the outcome of each attempt at the quiz ,

If successful you will be informed of that and that you will be sent another email when and where your induction card is ready to be picked up from.

If unsuccessful after the second attempt you will receive an email asking you to contact WHS at Council on 1300 622 529 to arrange for an induction at Council.

As you will need to have completed the induction process before commencing work on Council projects and **the process may take a few days, please ensure you allow enough time for the process to meet your timeframes.**

# **Appendix B – WH &S Questionnaire**





# WH&S Systems Questionnaire

The purpose of the questionnaire is to provide an overview of the status of the suppliers/contractors WH&S systems. Suppliers/Contractors will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters.

## CERTIFICATION

The information provided in this questionnaire is an accurate summary of the company's WH&S systems.

**Company Name** .....

**Signature:** ..... **Name:** .....

**Position:** ..... **Date:** ...../...../.....



	YES	NO
<b>1 WH&amp;S Policy and Management</b>		
<b>1.1</b> Is there a written company WH&S policy? If yes provide a copy of WH&S policy Comments:.....	<input type="checkbox"/>	<input type="checkbox"/>
<b>1.2</b> Does the company have a WH&S Management System? If Yes provide or attach details .....	<input type="checkbox"/>	<input type="checkbox"/>
<b>1.3</b> Is there a company WH&S Management System Manual or plan? If Yes provide a copy of contents page(s) Comments:.....	<input type="checkbox"/>	<input type="checkbox"/>
<b>1.4</b> Are WH&S responsibilities clearly identified for all levels of staff? Does the company have a WH&S Management System? If Yes provide or attach details .....	<input type="checkbox"/>	<input type="checkbox"/>
<b>2 Safe Work Practices and Procedures</b>		
<b>2.1</b> Has the company a standard Principal Contractors Construction Safety Plan and relevant Work Method Statements? If yes, provide a copy of a Construction Safety Plan together with summary listing of the Work Method Statements. (Note: Successful tenderers will be required to provide a Construction Safety Plan for evaluation before any work commences). Comments:.....	<input type="checkbox"/>	<input type="checkbox"/>
<b>2.2</b> Has the company prepared safe work procedures or specific safety instructions relevant to its operations? (Provide a copy of one procedure). If yes, provide a summary listing of procedures or instructions Comments:.....	<input type="checkbox"/>	<input type="checkbox"/>
<b>2.3</b> Does the company have any permit to work systems (e.g. confined spaces / hot work)? If yes, provide a summary listing or permits. Comments:.....	<input type="checkbox"/>	<input type="checkbox"/>



- 2.4** Is there a documented incident reporting & investigation procedure?    
 If yes, provide a copy of a standard incident report form.  
 Comments:.....
- 2.5** Are there procedures for maintaining, inspecting and assessing the hazards of plant operated / owned by the company?    
 If Yes provide or attach details of Plant operators' certificates of competencies, risk assessments, inspection forms, pre-start checklists.  
 .....
- 2.6** Are there procedures for storing and handling hazardous substances?    
 If Yes provide or attach details .....
- 2.7** Are there procedures for identifying, assessing and controlling risks associated with manual handling?    
 If Yes provide or attach details .....
- 2.8** Have you any risk assessment (relevant generic risk assessments accepted) relevant to this type of contract?    
 If Yes provide or attach details .....
- 2.9** Does your company provide relevant PPE for workers?    
 If Yes provide or attach details .....

**3 Workplace Health and Safety Training**

- 3.1** Describe how WH&S training is conducted in your company?    
 If Yes provide or attach details .....
- 3.2** Is a record maintained of all training and induction programs undertaken for employees in your company?    
 If Yes provide or attach details .....
- 3.3** Does your company assess the competency of workers?    
 If Yes provide or attach details .....
- 3.4** Please enclose any certificates of competencies relevant to this contract?

**4 WH&S Inspection**

- 4.1** Are regular WH&S inspections at worksites undertaken?    
 If Yes provide or attach details .....
- 4.2** Are standard workplace inspection checklists used to conduct inspections?    
 If Yes provide or attach details .....
- 4.3** Is there a procedure or form by which employees can report hazards at workplaces?    
 If Yes provide or attach details .....



**5 Health and Safety Consultation**

- 5.1 Is there a workplace health and safety committee?
- 5.2 Are employees involved in decision making over WH&S matters?  
If Yes provide or attach details .....
- 5.3 Are there employees elected workplace health and safety representatives?  
If Yes provide or attach details .....
- 5.4 Is there a Workplace Health and Safety officers appointed?  
If Yes provide or attach details .....

**6 WH&S Performance Monitoring**

- 6.1 Is there a system for recording and analysing H&S performance statistics?  
If Yes provide or attach details .....
- 6.2 Are employees regularly provided with information on company H&S performance?  
Comments:.....
- 6.3 Has the Division of WH&S ever issued an Improvement or Prohibition notice on the Company?  
If Yes provide or attach details .....
- 6.4 Has the company ever been convicted of a WH&S offence?

**7 Company References**

Please provide the following information for the three (3) most recent contracts completed by the company.

	Contract 1	Contract 2	Contract 3
Contract Description			
Client			
Contact			
Phone Number			
Number of lost time injuries			
Number of person days on contract			
Total days lost due to injuries			

# **Appendix C – Sample Purchase Order**



# Mackay Regional Council

# PURCHASE ORDER

Gordon Street  
Mackay 4740  
ABN 56 240 712 069

Telephone: (07) 4968 4444  
Fax: (07) 4944 2400

Your Ref: Sundry Creditor  
Creditor No: 99998  
Quote: Please deliver to attention: Joe Bloggs 07 49123456  
Order Date: 04/08/12  
Order No: 751475

Order number to be quoted on all correspondence

Attention: Page 1 of 1

Line	Supplier Code	Description	Date Reqd	UOM	Quantity	Unit Price Excl. GST	Unit Price Incl. GST	Total Excl. GST	Total
1	123456789	Widget	11/08/12	ONLY	5.00	100.00	110.00	500.00	500.00

**PAYMENT TERMS:** 30 days from statement date unless otherwise contracted. For full details of Council's terms and conditions refer to our website on [www.mackay.qld.gov.au/business/tenders\\_and\\_purchasing](http://www.mackay.qld.gov.au/business/tenders_and_purchasing)

**NOTE:** Purchase Order Numbers must be supplied on Tax Invoice

**Total excluding GST:** \$500.00  
**Total GST:** \$50.00  
**Order Total:** \$550.00

<b>Invoice To:</b> Chief Executive Officer Mackay Regional Council P.O. Box 41 Mackay Qld 4740	<b>Deliver To:</b> See comments for delivery instructions	<b>Delivery Method :</b> Not Applicable	<b>Contact:</b> Peter Shuttlewood <b>Phone:</b> (07)49558667 <b>Fax:</b> (07) 4944 2400 <b>Email:</b> peter.shuttlewood@mackay.qld.gov.au
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# **Appendix D – Suppliers Insurance Form**



## SUPPLIER INSURANCE FORM

Suppliers Name: \_\_\_\_\_

Suppliers ABN: \_\_\_\_\_

Suppliers Postal Address: \_\_\_\_\_

Suppliers Email: \_\_\_\_\_

Details of Suppliers Work cover insurance	Insurer:	
	Policy number:	
	Sum insured:	
	Expiry Date	
Details of Suppliers public liability insurance (NB. Minimum \$20 million required)	Insurer:	
	Policy number:	
	Sum insured:	
	Expiry Date	
Details of Suppliers product liability insurance (If applicable)	Insurer:	
	Policy number:	
	Sum insured:	
	Expiry Date	
Details of Suppliers motor vehicle/plant insurance (If applicable)	Insurer:	
	Policy number:	
	Sum insured:	
	Expiry Date	
Details of Suppliers professional indemnity insurance (If applicable)	Insurer:	
	Policy number:	
	Sum insured:	
	Expiry Date	

**PLEASE ATTACH A COPY OF YOUR CURRENT CERTIFICATE OF CURRENCY FOR EACH INSURANCE LISTED**

FOR ANY ENQUIRIES CONTACT CONTRACTS ON (07)49619 848

PLEASE RETURN FORM TO: [contracts@mackay.qld.gov.au](mailto:contracts@mackay.qld.gov.au) , or fax to (07) 49442 484

# **Appendix E – MRC Terms of Business (Purchase Orders)**





## TERMS OF BUSINESS (GOODS AND SERVICES)

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### 1. DEFINITIONS

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In these Terms of Business, except to the extent the context otherwise requires:

**BCIP Act** means the *Building and Construction Industry Payments Act 2004* as amended and any of its regulations.

**Contract** means a contract formed between Us in accordance with **clause 3.1** or **3.2**.

**Delivery Point** means the place for delivery of the Goods as set out in each Purchase Order or as otherwise notified by MRC.

**Goods** means the goods described in the Purchase Order.

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

**GST, Supply, Taxable Supply, Registered and Tax Invoice** have the same meaning as in the GST Act.

**MRC** means Mackay Regional Council ABN 56 240 712 069.

**Price** means the fees and rates set out in the Purchase Order.

**Purchase Order** means an order or request, whether oral or written, made by MRC to You, under these Terms of Business.

**Services** means the services described in the Purchase Order.

**SIR** means the Supplier Information Request as completed by You and submitted to MRC.

**Site** means the site where the Delivery Point is situated.

**Taxes** includes any and all sales, use, personal, property, real property, value added, consumption, stamp, documentary, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever, together with any penalties, fines or interest or similar additions, imposed, levied or assessed by any government, governmental, semi-governmental or other relevant authority or otherwise payable on or in respect of the Goods and Service but excludes GST.

**You and Your** means the organisation, individual or partnership to whom MRC directs a Purchase Order.

**Your Staff** means Your employees, agents, contractors and subcontractors (and employees, agents and contractors of those contractors and sub-contractors); **Us and We** means both You and MRC.

**Writing** includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form.

### 2. AGREEMENT TO SUPPLY

---

2.1 You will supply to MRC the Goods or Services as specified in each Purchase Order in accordance with these Terms of Business.

2.2 MRC may issue Purchase Orders as it, in its absolute discretion, requires and does not guarantee or represent any volume of goods or services will be obtained from you.

### 3. FORMATION OF CONTRACT

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3.1 Where:

(a) You provide MRC with a written quotation, tender, or offer to supply (**Your Offer**);

(b) Your Offer has a validity period;

(c) MRC places a Purchase Order in response to Your Offer within the validity period; and

(d) MRC does not receive written notice of the revocation of Your Offer prior to it accepting Your Offer,

a binding contract is deemed to have been formed between Us on the basis of these Terms of Business.

3.2 Where:

(a) MRC has made a verbal enquiry with You; and

(b) MRC places a Purchase Order as a result of that verbal enquiry, the Purchase Order constitutes an offer to purchase and upon acceptance by You, a binding contract is deemed to have been formed between Us on the basis of these Terms of Business.

3.3 For the purposes of **clause 3.2**, You are deemed to have accepted MRC's offer to purchase made under **clause 3.2(b)**:

(a) as soon as You allocate the Goods or Services against the Purchase Order; or take action to manufacture or obtain the Goods; or communicate with MRC, the content of which confirms or implies acceptance; or

(b) if, after 7 days of the date of the Purchase Order, You fail to notify MRC of Your refusal or inability to supply the Goods or Services to MRC.

### 4. CONTRACT DOCUMENTS

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4.1 The Contract between Us consists of

(a) any Purchase Order You receive from MRC;

(b) these Terms of Business;

(c) the SIR as completed by You,

and if there is any inconsistency between these documents, they will be read in the order of priority as set out above.



4.2 No other conditions sought to be imposed by You, either verbally or in writing, prior to or subsequent to the placing of the Purchase Order by MRC apply unless and until specifically accepted in writing by an authorised officer of MRC.

4.3 MRC considers any provision that conflicts with these Terms of Business contained in any prior or subsequent order or communication from you to be material and rejects all such provisions.

## 5. PRICES

5.1 You agree to supply the Goods and Services for the Price.

5.2 Subject to **clause 10**, the Price is inclusive of all Taxes excluding GST.

5.3 The Price is to be inclusive of all handling, courier and postage fees and stamp duty.

5.4 The Price is fixed and is not subject any adjustment except where:

(a) a Purchase Order is placed under **clause 3.1**, and increases in the Price are expressly provided for in Your Offer; or

(b) a Purchase Order placed under **clause 3.2**, in which case the Price may vary subject to availability of Goods.

5.5 You must immediately notify MRC of any change in the Price. Where You notify MRC of a change to the Price, MRC may cancel the Purchase Order without any cost, penalty or charge.

## 6. SUPPLY ARRANGEMENTS

6.1 You agree to supply the Goods and/or perform the Services in accordance with

(a) any specifications, or description provided or referenced in a Purchase Order or Your Offer; and

(b) any relevant Australian standards, laws and regulations.

6.2 You must not supply alternative products to the Goods without MRC's prior written approval.

6.3 MRC may, on 30 days notice to You, change the specifications and/or standards applicable to the Goods and/or Services to be supplied by You pursuant to a Purchase Order. Where such change increases or decreases Your costs in supplying Goods and/or Services, an equitable adjustment will be made to the Price to reflect such increase or decrease in the cost of supply.

6.4 The respective periods stipulated for delivery of the Goods and Services are deemed to be of the essence of the Contract.

6.5 You:

(a) will be fully responsible for ensuring that You and Your Staff supply the Goods and perform the Services on the Site safely; and

(b) accept responsibility for compliance with the Safety Legislation during the term of each Purchase Order.

6.6 If required by MRC, before entering the Site, You must prepare and submit a WH & S Management System to MRC for

approval which, as a minimum, must address the issues specified by MRC to You (**WH & S Management System**).

The WH&S Management System of the Contractor must be the minimum requirement to demonstrate compliance with all duties of an employer specified under legislation.

The Contractor must submit a copy of their company WH&S Management System documentation that must include as a minimum requirement:

- WH&S policy & objectives;
- Organisational structure & responsibilities;
- Relevant risk assessments & controls (sample);
- Relevant safe working procedures (index);
- WH&S training & induction processes and records (Certificates of competencies (ticket as an electrician) and licences (truck drivers));
- WH&S inspections & auditing procedures;
- WH&S consultative processes;
- Incident reporting & investigation procedures;
- Performance monitoring mechanisms.

6.7 MRC may, in its sole discretion accept in writing the submitted WH & S Management System or notify You of the reasons for not accepting it. If MRC notifies You that the WH & S Management System submitted by You is not accepted, You will amend and resubmit it to MRC for approval within the time set by MRC.

6.8 You acknowledge and agree that:

(a) MRC is not obliged to check or monitor the WH & S Management System or Your compliance with the requirements of the Safety Legislation.

(b) neither MRC's acceptance of a WH & S Management System, anything said by MRC or any of MRC's personnel in relation to a WH & S Management System, or the random audits referred to in this clause relieves, limits or otherwise effects your responsibilities under the Safety Legislation and the Contract.

(c) MRC has obligations under the Safety Legislation;

(d) You must (at your own cost and without any entitlement to any claim of any kind whatsoever) comply with reasonable directions (including stop work directions) given by MRC so as to enable MRC to comply with its obligations under the Safety Legislation;

(e) You must (at your own cost and without any entitlement to any claim of any kind whatsoever) immediately comply with directions on safety issued by any government, governmental, semi-governmental or other relevant authority; and

(f) You will supply the Goods and provide the Services in such manner as to not place MRC in breach of its obligations under the Safety Legislation.

(g) A pre-start meeting between **Mackay Regional Council** and You will occur before any work commences on site to discuss any relevant WH&S issues and reporting mechanisms. Further meetings will be conducted as warranted and identified and these meetings will all be documented.



6.9 You must ensure that Your staff:

- (a) comply with any site specific safety requirements for the Site, the WH & S Management System accepted by MRC and MRC's own safety system;
- (b) attend a Site specific health and safety induction prior to starting work on the Site;
- (c) ensure that all machinery, tools, plant and equipment used by You and Your Staff is maintained so as to comply with Your obligations under this Contract; and
- (d) program and co-ordinate the supply of the Goods and the performance of the Services so as to minimize the effect on MRC's business operations.
- (e) at all times ensure that where appropriate personal protective equipment (PPE) as deemed necessary by statutory requirements or by Councils PPE Management Policy is worn.

6.10 You must notify MRC as soon as possible after the occurrence on Site of any reportable event under the Safety Legislation including:

- (a) any work related illness, work injury, dangerous event, or serious bodily injury as defined by the *Work Health and Safety Act 2011*; and
- (b) any serious electrical incident or dangerous electrical event as defined by the *Electrical Safety Act 2002* (Qld).  
And, where requested by MRC, conduct a formal investigation at Your expense in accordance with MRC's incident report system procedures.

6.11 You must, in relation to the supply of the Goods or the performance of the Services, provide MRC with copies of all notices and correspondence of whatsoever nature concerning the Safety Legislation within 1 Business Day of the dispatch and/or receipt by You of any such notice or correspondence.

6.12 MRC may carry out random audits to ensure that all Services being performed and carried out in accordance with any Site specific safety requirements, MRC's safety system and the WH & S Management System.

6.13 If after resubmitting a WH & S Management System to MRC, more than twice under clause 6.6, You fail to have Your plan accepted by MRC pursuant to the termination provisions of this Contract and You will have no claim whatsoever against MRC arising from such termination.

6.14 You indemnify MRC and agree to keep MRC always indemnified against:

- (a) claims by any person against MRC in respect of personal injury or death or loss of or damage to any property.
- (b) loss of or damage of property of MRC; and
- (c) all costs, expenses, fines, losses or damages arising out of enforcement of the Safety Legislation,

6.15 You will, on request, provide to MRC a record of the total hours worked by Your Staff on the site.

6.16 You will:

- Undertake a site hazard identification to systematically identify and assess hazards;
- Establish and maintain a register (or form) of on-site hazards in which the contractor will record each identified

hazards, the date it was identified and the measures taken to control the hazard; and

- The contractor will make the register (or form) available to **Mackay Regional Council** for inspection.

6.17 Specific indication for hazardous work must be outlined e.g., hot work – using a hot work permit, hazardous substances, confined spaces permit, asbestos, excavation, trenching, height work and working with explosives.

6.18 You must prepare and submit risk assessments and relevant control strategies prior to commencement of work under the contract. The completed risk assessment and control strategies will be reviewed and approved by **Mackay Regional Council** prior to the commencement of work under the contract. Relevant generic risk assessments and controls will be acceptable.

6.19 You must ensure that all workplace staff are competent in the work being undertaken. The contractor will provide the employees and sub-contractors with information about hazardous work processes or material and supervision. All employees are to have a general induction and the contractor is to produce records of their construction industry induction ticket.  
Each person visiting a construction workplace are to receive a site-specific induction.

6.20 You are required to report any serious bodily injuries or dangerous events to the relevant authority within the specified time frame. In addition, You must promptly notify **Mackay Regional Council** of any accident, injury, property or environmental damage, which occurs during the carrying out of the contract work.  
All lost time incidents are to be immediately notified to **Mackay Regional Council**. You must within 3 days of any such incident provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future.

6.21 Understand that the provision of services or goods which does not comply with the requirements of the Work Health and Safety Legislation 2011 or places Council staff and public at risk constitutes a substantial breach of contract will enact the provision of Clause 18 of this Agreement.

## 7. DELIVERY

7.1 The Price is inclusive of the costs of delivery of the Goods and/or Services by You to the Delivery Point, including any packing necessary for the safe, proper and suitable transport and storage of the Goods unless excluded in the relevant Purchase Order.

7.2 The Goods must be delivered in good condition and without damage caused by delivery. You must immediately replace any damaged Goods, at no additional cost to MRC.

7.3 You will provide a detailed delivery docket with every shipment which delivery docket must contain as a minimum, the following information – MRC's Purchase Order number and Purchase Order item number, date, Your details (including the name and telephone number of the packer), quantity dispatched, item description and part number and details of any items on back order. One delivery docket is to be packed with the Goods, the other is to be enclosed and attached to the outside of the consignment.



7.4 All of Your correspondence (including without limitation quotations, offers and Tax Invoices) must state where packing is returnable and the amount of deposit charges, if any. All returnable packing:

- (a) must be clearly marked as such;
- (b) must be bear a return address; and
- (c) will be returned freight forward at MRC's convenience by transport selected by MRC, unless otherwise stated in the relevant Purchase Order.

7.5 You will be liable for any difference in freight charges arising from a failure to follow any transport instructions in a Purchase Order or to properly describe the Goods transported.

7.6 No deliveries effected outside the normal working hours of MRC will be accepted unless by prior arrangement with MRC.

7.7 Unless otherwise agreed, offloading will be carried out by MRC. However, where packing units within a consignment are larger than the Australian Standard pallet size and/or weigh more than 1 tonne, You must make delivery arrangements with MRC at least 2 days prior to delivery.

7.8 We will reasonably assist each other in obtaining documents and other information desirable for the prosecution of claims against carriers of the Goods.

## 8. IMPORT LICENCES

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If it is necessary for the performance of the Contract, for either of Us to hold or obtain any import licence, consent, by-law exemption, or authority then either or both of Us, as appropriate, are obliged to apply for such import licence, consent, by-law exemption or authority. If such licence, consent, by-law exemption, or authority is refused then the Contract will be treated as being discharged and neither of Us will be under any liability to the other.

## 9. INSPECTION AND TESTING

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9.1 MRC or its designated agent may inspect, test or expedite all work on Goods and Services. You must make this a condition of any sub-contracted work. Any subcontracting, inspection, testing and expediting done by the MRC or its designated agent will not relieve You of any obligations contained in the Contract.

9.2 Notwithstanding any prior payment, Goods and Services are subject to inspection and testing by MRC after arrival and unpacking at the Delivery Point. If the Goods are to be installed or incorporated into a plant or premises, such inspection and testing may be carried out after installation or incorporation and under operating conditions.

9.3 If upon or after any inspection or test, any Goods or Services are found to be defective or fail to meet the specifications or any other requirements of the Contract, MRC may return the Goods to You at Your expense or require the rejected Goods to be immediately resupplied or Services to be re-performed, at its discretion.

9.4 Upon return of any unsatisfactory or defective Goods, You must reimburse MRC for any amounts paid by MRC on account

of the Price of returned Goods, and any reasonable cost incurred by MRC in connection with the delivery or return of the Goods.

9.5 All Goods which have been notified to You as rejected, are held by MRC at Your risk.

## 10. TERMS OF PAYMENT

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10.1 If any Supply made pursuant to or in connection with the Purchase Order is a Taxable Supply. MRC will pay the GST in respect of that Supply to You, where the GST is calculated in accordance with the GST Act.

10.2 You will issue MRC a Tax Invoice for Goods and Services supplied on the basis and in the form as advised by MRC from time to time which must:

- (a) include prices and payments stated and made in Australian dollars;
- (b) state MRC's Purchase Order number.
- (c) show the total amount payable and the GST payable calculated in accordance with the GST Act.

10.3 A Tax Invoice shall be forwarded to the address stated on the Purchase order. Failure to do so may result in delay of payment to You.

10.4 MRC will pay You within the period stated in the relevant Purchase Order and, if no period is stated, within 30 days of receiving your Tax Invoice.

10.5 If any Tax Invoice or any part of any invoice is disputed, MRC will not pay the disputed invoice or in part, unless a new Tax Invoice is issued for the undisputed amount (If any) only. The parties must settle the disputed invoice or part in accordance with **clause 20**.

10.6 Where MRC's Purchase Order number is not quoted, the Tax Invoice will be returned to You for amendment which may delay payment.

10.7 You and MRC acknowledge and agree that each Supply made by You pursuant to or in connection with the Contract is made:

- (a) on a progressive or periodic basis;
- (b) for consideration that is to be provided on a progressive or periodic basis; and
- (c) each progressive or periodic component of the Supply is to be treated as a separate Supply.

10.8 The issue of a payment schedule under the BCIP Act will not prejudice or in any way affect any of MRC's rights under this **clause 10**, or MRC's ability to assess an invoice submitted by You.

## 11. WARRANTY

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11.1 You warrant and represent to MRC:

- (a) the accuracy and correctness of all performance data, measurements, specifications and details quoted in catalogues, brochures, descriptive literature, quotations, offers or tenders subject to the tolerances specified in



those documents;

(b) You have free and unencumbered legal and equitable title to the Goods sold and delivered to MRC; and

(c) as at the date of the Contract, You are not aware of any actual or threatened claim for infringement of patent, copyright, design, or trade mark, or for the breach of any obligation of confidence, arising out of the manufacture, sale or use of the Goods or the supply of the Services.

11.2 You must notify MRC in writing promptly upon becoming aware at any time of any actual or threatened claim referred to in **clause 11.1(c)**.

11.3 You warrant that the Goods supplied, delivered and installed under the Contract will:

(a) be of good quality suitable for their respective purposes;

(b) be free from all defects;

(c) be of the current manufacture and highest grade;

(d) be delivered in a timely manner;

(e) comply with the specifications and warranties as provided;

(f) comply with Australian Standards and the law;

(g) where not manufactured by You, meet the current specifications of the manufacturer of the relevant Good; and

(h) be new unless otherwise agreed with MRC.

11.4 You warrant that any Services provided under the Contract will:

(a) be performed by qualified and trained personnel;

(b) be performed with due care and skill;

(c) be fit for the purposes for which those types of services are commonly bought and any other purposes which MRC tells You about;

(d) comply with Australian Standards and the law; and

(e) comply with the specifications and warranties, as provided.

11.5 Without limiting any other term or Warranty under the Contract, You warrant that all Goods and/or Services You supply will perform their function, without fault, during Your warranty period or 12 months, whichever is longer.

11.6 Where a defect in the Goods or Services supplied under the Contract occurs within 12 months of the Goods or Services having been accepted by MRC, or within Your warranty period, whichever is the longer, You will, when called upon to do so by MRC, at Your own cost and with all due diligence, replace at the Delivery Point the defective or damaged Goods or Services with Goods or Services complying with the requirements of the Contract, or otherwise make good the damage or defect if convenient to MRC, to comply with the Contract.

## 12. INDEMNIFICATION

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12.1 Subject to **clause 12.3**, You will indemnify MRC from and against any and all claims, demands, suits, liabilities, causes of action, losses, expenses, damages or penalties, including without limitation court costs and reasonable legal fees, for injuries (personal or bodily), or property damage, to the extent arising or resulting from, or caused by:

(a) the negligence of You or Your Staff; or

(b) defective Goods or Services.

12.2 You agree to extend the benefit of the indemnity in **clause 12.1** to MRC's officers, directors, employees, agents, consultants and representatives.

12.3 Your liability in relation to property damage under **clause 12.1** is limited to \$20 million unless otherwise specified in the Purchase Order.

## 13. INTELLECTUAL PROPERTY

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13.1 You assign to MRC all Intellectual Property Rights which may arise in respect of, or as a result of, the performance of the Services and MRC grants to You a non-transferable, royalty free licence to use those Intellectual Property Rights in the performance of the Services.

13.2 You will pay all royalties and expenses, and be liable for all claims, in respect of the use of patent rights, trade marks or other protected intellectual property rights, for or in connection with any Goods or Services supplied under the Contract, and will indemnify MRC against all claims which may arise as a result of the use of these.

13.3 MRC will indemnify You against claims arising from infringement of patent rights, trade marks or other protected intellectual property rights, where such infringement results from compliance by You with MRC's instructions in relation to designs prepared by MRC.

## 14. CONFIDENTIALITY

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We must keep each others confidential information confidential and may only disclose that information to the extent required:

(a) to perform the Contract;

(b) by law or a government body or authority; or

(c) in connection with legal proceedings.

## 15. RISK AND PROPERTY IN GOODS

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15.1 Subject to **clause 15.3**, risk in the Goods and Services remains with You and does not pass to MRC until the Goods are delivered to, inspected by, and accepted by, MRC at the Delivery Point. The signing or acknowledgement of receipt of the Goods does not constitute acceptance of the Goods by MRC.

15.2 MRC will be deemed to have inspected and accepted the Goods when MRC puts the Goods to their ordinary and intended use.

15.3 Where MRC selects and contracts with a transporter of the Goods directly, then if stated in a Purchase Order, risk in the Goods will pass to MRC immediately after the goods have been loaded onto the transporter's vehicle.



15.4 Title in the Goods delivered passes to MRC at the same time risk passes under clause 15.1 or 15.3 as applicable, regardless of whether all amounts have been paid by MRC to You.

15.5 Where You supply replacement Goods, risk and title in the replaced Goods passes to MRC upon replacement.

15.6 Where Goods have either been lost or damaged in transit while at Your risk, You will, with take all necessary immediate action to either replace the Goods or arrange repairs, whichever is mutually acceptable to Us. MRC will sign all carriers' delivery documentation 'subject to check' (STC) and is responsible for notification to You within 3 days of receipt, in the case of damage, or 10 days from receipt of advice, in the case of loss in transit.

## 16. INSURANCE

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You must hold all insurances that a prudent supplier of the Goods and/or Services would hold, including without limitation a comprehensive public and products liability insurance providing cover in respect of each and every claim to an amount of not less than \$20 million or as otherwise specified in a Purchase Order.

## 17. CANCELLATION

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17.1 MRC will notify You in writing if it wishes to cancel a Purchase Order and terminate the Contract.

17.2 You must notify us in writing of any reasonable cancellation charges you wish to impose within 2 Business Days of MRC giving You notice of cancellation.

17.3 MRC agrees to pay such cancellation charges provided, in MRC's reasonable opinion, they represent the genuine loss incurred by You through the cancellation of the Purchase Order.

## 18. TERMINATION

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18.1 If either of Us breaches the Contract in a material way, the other may give notice requiring the breach to be remedied within 30 days. If the breach is not so remedied, the party serving notice may serve a further notice terminating the Contract with immediate effect.

18.2 Council may terminate this Agreement by notice in writing to the Contractor at any time for its sole convenience.

18.3 On termination of the Contract for any reason, each of Us will return any property of the other (including any confidential information). However, We may each retain one copy of any documentation or software related to the Services or Goods.

18.4 Either of Us may immediately terminate the Contract by written notice if the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed, or calls a meeting of its creditors or is unable to pay debts as they fall due or for any other reason ceases to carry on business, or if any of these events appear reasonably likely to occur.

18.5 **Clauses 6, 7, 9, 10.7, 11, 12, 13, 14** and this **clause 18** survive termination or expiry of the Contract.

## 19. FORCE MAJEURE

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19.1 Neither of Us will be held liable for breach of contract or any

losses, damage or injury incurred to the other wherever performance of the Contract is prevented by circumstances which are deemed to be outside Your or MRC's control ('force majeure circumstances').

19.2 In the event that either party is unable wholly or in part to perform its obligations under the Contract as a result of the occurrence of force majeure circumstances, such party will immediately give notice to the other of the details of such occurrence, and both parties will make arrangements and adjustments to the Contract as necessary. Unless otherwise agreed in writing, upon cessation of the event affecting performance of the Contract, both parties shall as far as practicable complete performance of their respective obligations under the Contract.

## 20. DISPUTE RESOLUTION

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20.1 Any disputes will be settled by Us in good faith. Before resorting to external dispute resolution mechanisms, We must attempt to settle any dispute under the Contract by negotiation, using the procedure in **clause 20.2**.

20.2 We must refer any dispute initially for resolution to a representative nominated by You, and a representative nominated by MRC, who will to endeavour to resolve the dispute within 14 days.

20.3 If We can not resolve the dispute under **clause 20.2**, then either of Us may, in our discretion, commence mediation by giving notice to the other and referring the matter to Australian Commercial Dispute Centre in Queensland requesting the appointment of a mediator and conduct of a mediation in accordance with this **clause 20**. The mediation will be conducted in accordance with rules of the Australian Commercial Dispute Centre in Queensland. We must comply with those rules and guidelines in connection with all matters relating to the mediation.

20.4 Either of Us may commence court proceedings relating to any dispute arising under the Contract at any time where a party seeks urgent interlocutory relief.

20.5 Other than as set out in **clause 20.4** neither party may commence court proceedings relating to any dispute arising under the Contract, except to enforce any mediation settlement or where mediation has failed to resolve the dispute.

20.6 MRC may raise such defence or matters as it sees fit in response to any dispute raised under this **clause 20** by You and will not be bound by the matters contained in any payment schedule under the BCIP Act.

## 21. PRIVACY

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21.1 MRC may need to collect personal information about You or Your Staff to create a supplier account. MRC can only process Your invoices once this account has been correctly set up. MRC will not disclose personal information about You or Your Staff to any external parties unless the disclosure is:

(a) required by law (eg the Australian Tax Office);  
(b) is authorised by law (eg to protect our interests or where we have a duty to make such disclosure); or

(c) You have consented for MRC to disclose the information about You.



## 22. SERVICE OF NOTICES AND PURCHASE ORDERS

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22.1 Unless otherwise specified in the Contract, any notice given under the Contract must be in writing and may be served by either of Us on the other by hand delivery or pre-paid post to the address of the other, or by facsimile to the other's nominated facsimile number, or by email to the other's nominated email address. Notices will be deemed served:

- (a) if by hand delivery, when it is delivered;
- (b) if by pre-paid post, on the third business day after posting (seven if posted to or from a place outside Australia); and
- (c) if by facsimile, on receipt by the sender of a transmission report by the machine from which the facsimile is sent, indicating that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (d) if by email in accordance with *Electronic Transactions Act*.

22.2 All claims issued under the BCIP Act must be served on MRC at the follow address, and otherwise in accordance with **clause 22.1**:

Attention : Contracts Coordinator  
Mackay Regional Council  
Civic Centre Gordon Street  
Mackay , Qld, 4740

PO Box 41  
Mackay Q 4740  
Fax No. 07 49442400

## 23. GENERAL

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23.1 No amendment to the Contract has any force unless it is in writing and signed by both of Us.

23.2 Neither of Us may assign nor purport to assign the Contract or any right under the Contract without the prior written consent of the other which consent may not be unreasonably withheld.

23.3 The covenants, conditions, provisions and warranties contained in the Contract do not merge or terminate upon completion of the transactions contemplated in the Contract but to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect.

23.4 The Contract constitutes the entire agreement between Us as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it.

23.5 We must do all things and execute all further documents necessary to give full effect to the Contract and refrain from doing anything that might hinder the performance of the Contract.

23.6 Each Contract is governed by the laws of Queensland and the Commonwealth of Australia and both of Us party irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland.

23.7 Any part of the Contract that is held to be unlawful or unenforceable by a court of competent jurisdiction is severed from the Contract and the remaining provisions will continue to

operate.

23.8 Neither of Us will be taken to waive any right under the Contract except if the waiver is given in writing and is signed.

## 24. SET OFF

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Without limiting Council's rights under any other part of this document, and notwithstanding any payment by Council under this document, Council may deduct from any moneys due to the Contractor any sum which is payable by the Contractor to Council whether or not Council's right to payment arises by way of damages, debt, restitution or otherwise and whether or not the factual basis giving rise to Council's right to payment arises out of this document, any other contract between it and the Contractor, or is independent of any such contracts.

Nothing in this clause shall affect the right of Council to recover from the Contractor the whole of such moneys or any balance that remains owing.

## 25. INTERPRETATION

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In the Contract, except to the extent the context otherwise requires:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) a reference to a party is to be construed as a reference to a party to the Contract;
- (c) a reference to a party to the Contract or any other document or agreement includes its successors and permitted assigns;
- (d) a reference to an item in the Background, clause, schedule, annexure or appendix is a reference to an item in the Background, clause of or schedule, annexure or appendix to the Contract and references to the Contract include its schedules and any annexures;
- (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (f) a reference to a document or agreement including the Contract includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (g) in the interpretation of the Contract, headings are to be disregarded.

You agree that You will supply goods and services in accordance these Terms of Business and any Purchase Order issued by MRC, from time to time.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Suppliers Name: \_\_\_\_\_

Signature: \_\_\_\_\_

For and on behalf of Supplier



# WORK HEALTH AND SAFETY POLICY STATEMENT

**Mackay Regional Council** has adopted an Administrative Policy (Policy No. 028) regarding Work Health and Safety.

**Mackay Regional Council** is committed to providing a safe and healthy working environment for employees, contractors, volunteers and visitors to the workplace.

The actions **Mackay Regional Council** support as paramount to achieving WH&S plans are:

- Adopting and promoting the provisions of the *Work Health and Safety Act 2011* and its associated Regulation, Codes and Standards.
- Placing significant importance on the areas of hazard/risk management, injury prevention strategies and,
- A focus on continuous improvement in WH&S.

A primary WH&S objective is to eliminate or reduce risk by developing and adopting proactive strategies and a risk management approach to WH&S in order to achieve an injury/illness free workplace.

**Mackay Regional Council** understands that the maintenance of a safe, healthy working environment is a crucial responsibility, and that all employees with management or supervisory responsibilities are accountable for the health and safety of employees and visitors in their respective work areas.

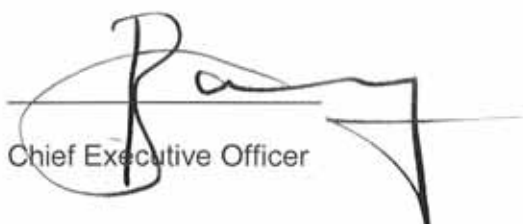
In conjunction with the adopted Policy, individual Safe Work Procedures, guidelines and standards will be prepared and issued in consultation with relevant employees.

**Mackay Regional Council** expects that all employees, contractors, volunteers and visitors to our workplaces will follow safe work practises as prescribed under the legislation and in our Policies and Safe Work Procedures, and that they will make every effort to reduce the risk of injury to themselves and others.

**Mackay Regional Council** will provide adequate resources to manage and maintain health and safety, together with regular training on work health and safety issues which they expect employees to attend.

Work Health and Safety is important and we all have an obligation to ensure we have a safe and healthy working environment.

**Mackay Regional Council** encourages you to actively participate in achieving this goal.

  
Chief Executive Officer

Date: 21.01.14

Date for Review: 21.01.15