parties

|  |  |
| --- | --- |
| Church: | ABN: |
| Mailing address: | Email: |
| Telephone: | Church Representative: |
| Contractor: | ABN: |
| Mailing address: | Email: |
| Telephone: | Contractor’s representative: |
| Practitioner registration or licence number: | |

**The Contractor agrees to perform the works and/or services comprising the ‘Works’ for the Church in accordance with this Purchase Order including the attached and below Terms & Conditions.**

DETAILS

|  |  |  |  |
| --- | --- | --- | --- |
| **Works Description:** |  | **Fee:** |  |
| **Site:** |  | **Timing:** | **Commencement of Works:**  **Completion of Works:** |
| **Special Conditions:** | **INSURANCES**  The Contractor must obtain and maintain for the term of this Agreement:   * + 1. public liability insurance for not less than $10 million in respect of any single occurrence; and     2. workers' compensation insurance as required under workers compensation legislation.   The Contractor must provide the Church with evidence of insurance prior to commencing the Works. | | |
| **SAFE WORK COMPLIANCE**   * + 1. The Contractor must comply with the *Work Health and Safety Act 2012 (Tas) and associated regulations.*     2. **Before work commences:**  1. The Contractor must undertake a risk assessment of the work area to identify all existing hazards and inform the Synod Safety Officer below of any identified risk preventing at the Contractor performing the work safely. 2. The Contractor must receive and review the Asbestos Audit for all minor activity and for building or demolition work receive the additional Hazardous Materials Building Audit Report. 3. The Contractor must implement all necessary control measures as to their Job Safety Analysis (JSA) and commence only when the contractor is satisfied that the work area is safe to perform the work. 4. The Contractor must remain in control of their work activity at all times, including the instruction and management of all employees or subcontractors to perform the work safely. 5. High Risk Work including any work above 2 metres must be carried out in accordance with the Contractors site specific Safe Work Method Statement (SWMS). 6. It is the Contractors responsibility to supply and maintain all plant and equipment and PPE required to perform the work in a safe manner. 7. The Contractor must complete The Uniting Church in Australia online ‘Contractor Induction’ course <https://www.linksafe.com.au/uca/> and require of all employees and subcontractors to complete the induction prior to commencing the work.   Report any incident including near miss immediately to the **Synod Safety Officer Elnura Dulakovic, ph: 0416 319 162** | | |
| **Church** | | **Contractor** | |
| Signature: | | Signature: | |
| Name: | | Name: | |
| Date: | | Date: | |

1. Interpretation

In these Terms & Conditions:

* + 1. “Agreement” means the PO, including any documents referred to therein, and these Terms & Conditions.
    2. “Contractor” means the contractor named in the PO.
    3. “Fee” means the fee or price for performance of the Works identified in or calculated in accordance with the PO.
    4. “Personal Information” has the meaning given in the Privacy Act.
    5. “PO” means the purchase order to which these Terms & Conditions are attached.
    6. “Privacy Act” means the *Privacy Act 1988* (Cth).
    7. “Works” means the works or services described in the PO and the Contractor’s other obligations under and reasonably contemplated by this Agreement.

1. Acceptance of Agreement
   * 1. The Contractor agrees that it accepts this Agreement by commencing performance of the Works.
     2. Acceptance of this Agreement by the Contractor includes acceptance of this Agreement as the sole basis of the performance of the Works to the exclusion of any conditions appearing on any docket, invoice or other document of the Contractor, including its quote or proposal for the Works whether included in this Agreement or not.
     3. If the Church signs a docket, invoice or other document required by the Contractor to acknowledge receipt or performance of the Works, the Church will not be taken to have accepted the Works as being in accordance with this Agreement (whether as to quality or quantity). This applies notwithstanding any terms and conditions appearing on any such acknowledgment of receipt.
2. Performance

The Contractor must obtain and maintain, and thereafter comply with, all necessary licences, permits and approvals necessary to carry out and complete the Works, including ensuring that its employees, agents and subcontractors performing the Works hold the required registrations, licences and accreditations. The Contractor must provide the Church with a copy of these on request.

The Contractor must commence the Works by the time specified in the PO (or, if none specified, from the date of the PO) and carry out and complete the Works:

* + 1. in accordance with this Agreement;
    2. by the time specified in the PO or, if none is specified, in a timely manner;
    3. in accordance with all applicable laws, codes and standards;
    4. using suitable new materials (unless otherwise agreed) of good and merchantable quality and using proper and tradesmanlike workmanship;
    5. in accordance with the reasonable directions of the Church and the policies and procedures of the Church notified to the Contractor from time to time;
    6. being responsible for occupational health and safety of its employees, agents and contractors and taking all steps necessary to protect the safety of the Church and its employees, subcontractors, agents, invitees and members of the public from risks to safety caused by the performance of the Works, including complying with the requirements of the *Work Health and Safety Act 2012 (Tas)* and associated regulations;
    7. so as to minimise nuisance or interference with occupiers or users of the site or sites to which the Works relate; and
    8. so that, when complete, the Works are fit for purpose.

The Church will give the Contractor non-exclusive possession to those parts of the site as are necessary for the performance of the Works.

The Church and the Contractor may by written agreement vary the quantity or description of the Works or the date for completion.

Risk in works, goods, plant, equipment and materials forming part of the Works passes to the Church on completion. Title in any works, goods, plant, equipment and materials forming part of the Works passes to the Church free of any security interest upon delivery to the Site or the payment of the corresponding part of the Fee.

1. Communication and directions

All communications with the Church must be with the Church representative identified in the Details and the Contract must only accept directions or instructions in connection with the Works from that representative unless otherwise authorised in writing by the Director of Property Services.

1. Defects

The Contractor must make good any defects, errors or omissions in the Works when directed to do so by the Church at the Contractor’s cost and expense. If the Contractor does not promptly comply with the Church’s direction, the Church may have that work carried out by others and the costs thereby reasonably incurred are moneys due and payable by the Contractor to the Church.

1. Invoicing and Payment
   * 1. The Church will pay the Contractor the Fee for the Works performed in accordance with this Agreement. Unless otherwise agreed by the Church in writing, the Fee is a fixed lump sum amount that will not be adjusted without the express agreement of a requested change to the Works. The Fee includes all costs associated with, and is the Contractor’s sole entitlement for, the performance of the Works and the Contractor’s other obligations under this Agreement.
     2. The Contractor may submit a valid tax invoice on completion of the Works, which invoice must specify the applicable PO number and the Works performed.
     3. Where payment is calculated according to work undertaken, the Contractor must account to the Church for such work at the time of submitting the valid tax invoice.
     4. The Church will pay the Contractor within 30 days of receipt of the valid tax invoice for the Works performed in accordance with this Agreement.
     5. The Church may deduct from any amount owing to the Contractor any amount which is payable by the Contractor to the Church.
2. Indemnity

The Contractor indemnifies the Church, and where the Church is not the UCA Property Trust, the UCA Property Trust and their respective officers, employees and agents against any claim, expense, liability or loss arising out of or in connection with a breach of this Agreement by the Contractor, any claim by a third party that it has a right to any intellectual property in the Works and any personal injury or death or loss of, or damage to, any property arising out of or as a consequence of the performance of the Works. The Church holds the UCA Property Trust’s indemnity on trust for the benefit of the UCA Property Trust and that it may separately and in its own name enforce the indemnity against the Contractor.

1. Confidentiality, privacy and IP
   * 1. The Contractor must treat this Agreement and all information provided by or on behalf of the Church, or obtained by the Contractor in the course of performing the Works, as confidential.
     2. The Contractor must collect, use, disclose, store, retain and dispose of Personal Information obtained in performing its obligations under this Agreement in accordance with the Privacy Act and the Church's privacy policy, including protecting all Personal Information obtained during the course of performing its obligations under this Agreement against misuse and loss and from unauthorised access, modification or disclosure.
     3. Any intellectual property rights in the Works vest in the Church upon their creation and the Contractor grants the Church a non-exclusive, perpetual and royalty-free licence to use any pre-existing intellectual property rights in the Works.
2. Termination

The Church may terminate this Agreement by notice in writing to the Contractor. In that case the Church will pay the Contractor for any Works already performed in accordance with this Agreement. The Contractor has no other entitlement or claim against the Church.

1. Law Applicable

This Agreement is subject to the laws of Tasmania, Australia.

1. Assignment and subcontracting

The Contractor must not assign this Agreement or subcontract any part of the Works without the prior written consent of the Church. The Contractor is responsible for the acts and omissions of its subcontractors.