

CONDITIONS OF CONTRACT– SERVICES/CONSULTANCY (PERIOD CONTRACT)

If we accept your quotation, the following conditions will apply for the duration of the Contract:

1. You must provide the works or services in accordance with the requirements of this Request for Quotation (RFQ).
2. The Contract commences on the date we accept your quotation and continues for the period specified in this RFQ. Works or services will be ordered as required.
3. The quantity specified in the RFQ is an estimate only. We are not bound to take the quantities stated and reserve the right to order greater or lesser of the quantities according to our requirements.
4. If in our opinion we have specific requirements that are outside the scope and intent of the Contract, we are free to obtain the requirements or any part of them by other means.
5. Unless stated otherwise prices are fixed and firm and include GST. You must submit tax invoices for the works or services provided.
6. The Contract is governed by the laws of the Northern Territory of Australia.
7. You must comply with requirements of all Acts of the Commonwealth of Australia, Acts of the Northern Territory and all subsidiary legislation.
8. You indemnify us and keep us and our employees or agents indemnified against any legal liability or cost for personal injury to, or death of any person or for damage to any property arising from its performance under the Contract (except loss or damage caused by any negligent act, omission or default of us or our employees or agents).
9. You indemnify us against any action or expense arising from the existence of any patent, design, trademark, intellectual property rights or copyright or other protected right in connection with the performance of the Contract.
10. You must maintain for the duration of the Contract appropriate insurance cover according to the requirements of this RFQ.
11. We will pay you within thirty (30) days of the latter of certification of satisfactory delivery and receipt of a tax compliant invoice. Failure to pay within 30 days may make us liable for payment of interest.
12. The intellectual property in all materials (in any form) produced under the Contract vests in us.
13. You must advise us immediately if you become aware of any conflict of interest on your part. If you advise us of a conflict and we consider that the conflict may be detrimental to us, we may terminate the Contract immediately by written notice.
14. If we consider the works or services to be unsatisfactory, we will advise you of such in writing and give you a specified time to rectify the works or services. If you fail to do so within the specified time we may terminate the Contract immediately in writing.