

## Purchasing Terms and Conditions

### General

1. These purchasing terms and conditions (“**Terms and Conditions**”) apply to the supply of goods and services (“**Services**”) provided to Southern Metropolitan Cemeteries Land Manager ABN 13 806 606 081 (“**SMCLM**”) by you, the supplier.
2. There may be additional terms and conditions in a separate contract between you and SMCLM. If there is any inconsistency or conflict between the terms and conditions of the contract and the Terms and Conditions then the terms and conditions of the contract prevail to the extent any such inconsistency or conflict.
3. No other terms or conditions, nor any variations, apply unless agreed in writing.
4. Your provision of the Services constitutes your acceptance of the Terms and Conditions.

### Price and Payment

5. Your quoted price is fixed and inclusive of all taxes, including GST, insurance, freight and delivery costs including costs associated with the return of Services wrongly supplied or defective Services.
6. Provided that SMCLM has accepted the Services, SMCLM will pay you within 30 days of receiving a valid tax invoice and any other information requested.
7. Please send tax invoices by email to [accounts@smcnsw.org.au](mailto:accounts@smcnsw.org.au)
8. To register as a small business supplier, visit the following link [Registering as a Small Business Supplier](#)
9. Please address any inquiries about payments by contacting us on 02 9545 4677 or 02 9661 5655.

### Delivery and Acceptance

10. You must provide the Services on the date, time and place specified by SMCLM. Time is of the essence.
11. You assume all risk in the Services until the SMCLM accepts them. SMCLM will usually inspect the Services on delivery and, if satisfied that they meet the specifications, will accept them. Title to the Services transfers to SMCLM when SMCLM accepts the Services.
12. You bear the cost of storing, handling and returning any Services that SMCLM does not accept.
13. You must ensure that all invoices, packing slips and other documents have an order number, description and the name of the SMCLM representative. SMCLM will not accept the Services nor pay for them unless the order number is included on your documentation.

### Warranties

14. You warrant that, when title in the Services passes to SMCLM, the Services will: be free from any charge, liability or defect; comply with all applicable standards; be fit for purpose; and conform to the description ordered.
  15. You must provide SMCLM with the benefit of any third-party warranties for the Services.
  16. You warrant that the Services do not infringe the intellectual property rights of any third party.
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17. You warrant that all personnel engaged to provide the Services are appropriately qualified, competent and experienced and hold all necessary licences, permits and authorisations.

## Corrections

18. You must, at your own cost, remedy any defect in the Services within 30 days of being notified by SMCLM. If you fail to do so, SMCLM may, at your expense, arrange for a third party to undertake the remedial work or return the Services to you. You must refund the full price of the returned Services.
19. If you fail to provide any agreed deliverable, or complete any agreed milestone, you must use all reasonable endeavours to correct the issue which caused the failure, at no additional cost to SMCLM.

## Work, Health and Safety (WHS)

20. You must undertake your own identification and analysis of all WHS risks associated with the Services.
21. You must ensure the health and safety of all people whom your activities may affect under these Terms and Conditions, in compliance with WHS laws.
22. You warrant and represent that you have (and will ensure that your subcontractors have): the necessary resources in place to comply with WHS laws; and taken all necessary measures to assess and eliminate or control risks arising from hazards associated with the Services.

## Insurance and Indemnity

23. You must hold appropriate insurance, including public liability insurance, to cover all risks for the Services provided.
24. You must indemnify SMCLM, its employees and agents and the State of NSW against any claim, loss or expense (including arising out of personal injury, death, damage to property or infringement of intellectual property rights) which any of them pays, suffers or is liable for (including legal costs) arising out of your or any of your employees, contractors or agents unlawful, negligent, reckless or deliberately wrongful acts or omissions in providing the Services, performing in accordance with the Terms and Conditions or breaching the Terms and Conditions.

## Termination

25. SMCLM may terminate any agreement with you that is subject to the Terms and Conditions if you breach the Terms and Conditions and do not remedy the breach within seven days of SMCLM notifying you of that breach.
26. SMCLM will not in any circumstances be liable for any consequential loss or loss of profits suffered by you as a result of any agreement with you terminating.

## Publicity

27. You may only make press or other announcements or releases or social media comment about the Services or any related SMCLM purchase order or any agreement that is subject to the Terms and Conditions or any related transaction:

- (a) with the express, written approval of SMCLM; or
- (b) as required to be made by law or the rules of a stock exchange provided that you give SMCLM as much prior notice as is reasonably practicable and the opportunity to review and comment on the form and text of the disclosure before the disclosure is made.

## Other

28. You may not transfer any agreement between SMCLM and you that is subject to the Terms and Conditions, nor subcontract your obligations, without SMCLM's prior written consent.

29. The rights and remedies under the Terms and Conditions are in addition to, and do not limit, any other rights of SMCLM at law.

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