



Terms and Conditions

The agreement between Catholic Schools Broken Bay (CSBB) and the Supplier (Agreement) is comprised of:

- (a) the attached Purchase Order and any additional formal agreement (excluding terms attached to a Supplier quote or proposal) executed between CSBB and the Supplier (together 'Purchase Order'); and
- (b) these Terms and Conditions of Supply.

In the event of any inconsistency between the Purchase Order, any quote or proposal from the Supplier, and these Terms of Conditions of Supply, the terms of the Purchase Order prevail, followed by these Terms and Conditions of Supply.

(e) Where the Supplier is performing work on sites that are not CSBB premises the Supplier must ensure that any incident that occurs in relation to the provision of the goods or services which is notifiable under the WHS Act and WHS Regulation, is notified to the relevant regulatory authority.

(f) The Supplier acknowledges that other than when goods or services are being supplied to or performed on CSBB premises, CSBB does not control or influence health and safety matters concerning the supply of the goods or services.

(g) Any breach by the Supplier of this clause entitles CSBB at its option to suspend the whole or part of the provision of the goods or services and any payment for such goods or services until the breach is rectified and the Supplier must bear any costs it incurs as a result of the suspension.

(a) To the extent the following legislation is applicable to the Supplier, it undertakes it has complied with and will continue to comply with all relevant provisions of the:

(i) Child Protection (Working with Children) Act 2012 (NSW) and Child Protection (Working with Children) Regulation 2012 (NSW), in particular the requirement to verify the Working with Children Checks (WWCC) of any persons employed or contracted by the Supplier required to hold a WWCC;

(ii) Children's Guardian Act 2019 (NSW) and any regulations made under that Act, in particular the requirements to keep child protection systems and report Reportable Allegations or convictions considered to be Reportable Convictions, to the NSW Office of the Children's Guardian; and

(iii) Children and Young Persons (Care and Protection) Act 1998 (NSW) and Children and Young Persons (Care and Protection) Regulation 2012 (NSW), in particular the requirements relating to mandatory reporters.

(iv) The Supplier must, on reasonable request by or on behalf of CSBB, demonstrate compliance with those requirements including providing evidence of measures taken to achieve such compliance.

(b) In providing the goods or services under this Agreement, the Supplier must comply, and must ensure that its employees, volunteers and contractors comply, with the child protection and safeguarding policies and procedures of CSBB as notified to the Supplier from time-to-time.

(c) In the event that it comes to the Supplier's attention that one of its employees, volunteers or contractors who is required to hold a WWCC for the purposes of the Supplier's provision of goods or services to CSBB under this Agreement, is the subject of a Reportable Allegation or a conviction considered to be a Reportable Conviction (as defined under the Children's Guardian Act 2019), the Supplier agrees to the following:

(i) It must notify CSBB of the Reportable Allegation or the conviction considered to be a Reportable Conviction as soon as possible.

(ii) CSBB is required to report the relevant conduct to the NSW Office of the Children's Guardian in compliance with the requirements of the Children's Guardian Act 2019 and conduct an investigation of the same; and

(iii) The Supplier and each of its employees, volunteers and contractors agree to cooperate with any investigation conducted by CSBB and consent to the use of their personal and confidential information for the purpose of any such investigation or report prepared in that regard.

(d) In the event that any other issue pertaining to the safety and wellbeing of children arises with employees, volunteers or contractors of the Supplier in the course of their provision of services to CSBB, the Supplier must:

(i) Meet its statutory reporting obligations, as required;

- (ii) Notify CSBB of the issue; and
- (iii) Comply with (and ensure that its employees, volunteers or contractors comply with) any investigation commenced by CSBB or any action taken by CSBB, as a result.

(a) In this clause:

has the same meaning as in the

(Cth); and

means the

(Cth), BT 01/11/15 9.96 Tfr 48.43 663.46 Td(M) 3.9

(b) CSBB is not obliged to accept early delivery of goods and the Supplier is responsible for holding and storing the goods until the time of delivery.

Without limitation to any other terms implied by statute, common law, equity or otherwise:

(a) The Supplier represents and warrants that:

(i) all goods supplied to CSBB:

1. conform to the specifications, drawings, samples, packaging and environmental considerations as notified by CSBB from time to time, or other descriptions furnished by CSBB;
2. are fit for the purpose intended;
3. are free from defect or default of any kind;
4. are of merchantable quality
5. are free from any charge or other encumbrance;
6. do not and will not infringe any patent, trademark, copyright or other present or future intellectual property rights, whether registered or registrable (Intellectual Property) or Moral Rights of any person (where Moral Rights means moral rights granted under the Copyright Act 1968 (Cth), including the right of attribution of authorship, right not to have authorship falsely attributed and right of integrity of authorship); and comply with all applicable laws, regulations, local requirements and other applicable Australian standards and industry regulations.

(ii) services supplied to CSBB:

1. are carried out with due care and skill
2. where materials are supplied in connection with the services, those materials are fit for the purpose for which they are supplied.

(b) The Supplier must rectify any damage to the delivery Site (or any fixtures, fittings or equipment at the delivery Site) caused by the provision of services by or on behalf of the Supplier or, if directed by CSBB, pay for the cost of repair.

(a) A claim that the goods or services are below the requisite standards may be made by CSBB on delivery. Acceptance on delivery of the goods or services or payment by CSBB does not constitute an agreement that the services meet the requisite standards.

(b) If CSBB reasonably determines that goods or services provided by the Supplier are defective in material or workmanship (including any installation requirements of CSBB) or otherwise fail to meet CSBB's requirements, CSBB may at its discretion and without limitation to any other right or remedy:

- (i) reject those goods or services and the Supplier must repay on demand all moneys paid by CSBB to the Supplier for those goods or services; or
- (ii) elect to accept those goods or services and recover from the Supplier damages suffered by reason of the Supplier's failure to provide goods or services in accordance with CSBB's requirements.

(c) The Supplier will be liable for all expenses incurred by CSBB in returning, correcting or replacing defective or faulty goods or services.

(a)The Supplier must not advertise or promote its supply of goods or services to CSBB or any relationship with CSBB, or release any such materials bearing, containing or referring to any marks, logos or devices of CSBB.

(b)The Supplier must not give any interviews or assist a media entity in relation to the writing or broadcasting of any story concerning the provision of goods or services to CSBB or otherwise concerning CSBB.

(c)The Supplier must ensure that the Supplier, its officers, employees and agents:

(i) keep confidential all information of CSBB that it receives which it knows or reasonably ought to know is confidential, including the fact that the Supplier has provided CSBB with the services and has entered into an agreement with CSBB; and

(ii) do not use or disclose such confidential information to any person without CSBB's prior written

The individual remedies reserved in this Agreement are cumulative and additional to any other or further remedies provided in law or equity. No waiver of any breach of any provision of this Agreement will constitute a waiver i4apNo waivnyc92 ()b-6.004 (w5 (ny)4.006 ()-133.f22.02,ons)3.996 (p)-2.008wa-6.998 an.994 (ar s.