



ORMISTON COLLEGE

PP02 - TERMS OF TRADE FOR SUPPLIERS

Below are the Terms of Trade for providing Goods and Services to Ormiston College. By accepting an Official College Purchase Order, your business is agreeing to the conditions below.

PROVISION OF GOODS AND SERVICES

1. The Supplier agrees to provide the Goods and/or Services as per the requirements outlined in a Purchase Order, Contract or other written documentation provided by an authorised representative of the College
2. The Supplier agrees to comply with all Australian Government Legislation, Acts, Code, Policies or Guidelines relating to Consumer rights, Guarantees, Quality and Safety of product and Business practices. Including but not limited to the clauses in the Competition and Consumer Act 2010.
3. The Supplier agrees to supply the Goods and/or perform the services within a reasonable time either within 30 days, or as outlined in the purchase order or mutually agreed in writing. The College has the right to cancel an Order should the Supplier fail to provide the Goods or Services within these times.
4. The Supplier must provide a Correctly Rendered Tax Invoice as per the Taxation Administration Act 1953 and Goods and Services Tax Act 1999 featuring the Purchase Order reference number.
5. Unless otherwise agreed by an authorised representative of Ormiston College, the College reserves the right to take up to 30 business days from the date of the invoice to pay an undisputed outstanding account.
6. Ownership of Goods does not transfer to the College until the invoice is paid in full.
7. The total on the Supplier invoice cannot exceed the total on the Ormiston College Purchase Order unless authorised in writing by an authorised representative of the College.

PRIVACY

1. The Supplier must comply with Federal government Australian privacy laws as outlined in the Privacy Act 1988 and the Privacy amendments in 2014 & 2015.
2. The Supplier is not authorised, to advertise that Ormiston College is their client using any method, unless otherwise permitted in writing from an authorised representative of the College.

COPYRIGHT & INTELLECTUAL PROPERTY

1. Where the Goods or Services requires College owned Intellectual Property to be disclosed, including but not limited to, graphics, photos, written works, recordings, engineering samples, the Intellectual Property will remain in the ownership of Ormiston College and the College will provide a non-perpetual, non-exclusive, revocable license to use this Intellectual Property for the purposes of fulfilling the College order or contract
 2. The Supplier agrees to pass title of ownership of any Intellectual Property created by the Supplier for the exclusive use of the College to the College and its Board of Directors. Unless otherwise specified in writing by an authorised representative of the College.
-

-
-
3. The Supplier will comply with all Australian Copyright Laws in respect to supplying Intellectual Property to the College.

CONFLICT OF INTEREST

1. The Supplier must declare any conflict of interest for any of its staff, sub-contractors or agents that may affect the provision of Goods and Services, with the College.
2. The Supplier must not communicate, consult or have an arrangement with any competitor that would change the outcome of a fair or usual Offer to the College
3. Staff members of Ormiston College are required to declare Personal Gifts, Benefits and Incentives given to them by the Supplier. Suppliers must understand such gestures cannot influence the purchasing decision and are not endorsed by the College.

INSURANCE, LIABILITY, INDEMNITY & LICENSING

1. The Supplier affirms that it will hold and maintain for the provision of the Goods and/or Services that it will hold the following insurances:
 - a. Workers Compensation Insurance
 - b. Public Liability Insurance minimum \$20 million
 - c. Any other insurance specified in the Purchase Order or Contract
2. The Supplier must, upon request, provide 'Certificates of Currency' for the aforementioned insurances
3. The Supplier indemnifies Ormiston College and its Staff from any claim, loss or expense which may be brought against the College in connection with:
 - a. Negligent or Unlawful Acts by the Supplier
 - b. Contravention of any legislative requirements by the Supplier
4. The Supplier will not hold Ormiston College liable for any loss of profit, revenue, good will or business opportunities, damage to reputation and any indirect or consequential loss as a result of providing Goods and/or Services to the College.
5. The Supplier or its employees must hold current Licenses, Permits, Permissions and/or Authorities necessary for the provision of the Goods and/or Services
6. The Supplier must, upon request, provide evidence of these compliances.

SITE ACCESS

1. The Supplier must ensure that its employees and sub-contractors when entering Ormiston College abide by College rules, policies, standards, codes of conduct, direction and procedures including, but not limited to:
 - a. Obeying College Entry and Exit procedures for vehicles and personnel
 - b. Keeping keys and security system access cards secure
 - c. Avoiding, except in extenuating circumstances, the disruption of the College's day to day operations of which it holds at its core, the provision of an Education service
 - d. Abiding by Workplace Health and Safety Procedures
 - e. Complying with the College's Evacuation and Lockdown Procedures
 - f. Using appropriately the College's Information Technology Systems
 - g. Have a current Working with Children Blue Card.

POLICY CHANGES

The Terms and Conditions of trade on this document are current at May 2015. The latest version of this document is always available on our website <http://www.ormistoncollege.com.au/>
