

PURCHASE ORDER (WORKS, GOODS & SERVICES)

# COVERING PAGE

|  |  |  |
| --- | --- | --- |
| Item |  | |
| 1. | **Council** | Merri-bek City Council ABN 46 202 010 737 |
| 2. | **Council's address and contact details** | Address: 90 Bell Street, Coburg, Victoria 3058 Name: [ Insert Council’s Representatives name ]  Email: [ Insert Council’s Representatives email ] |
| 3. | **Contractor** | [Insert Contractor’s legal company/business name]  ACN/ABN [Insert Number] |
| 4. | **Contractor's address and contact details** | Address: [## insert]  Name: [Insert the Contractor’s representative name ] Email: [## insert] |
| 5. | **Works** | [## insert ‘Not applicable’ or insert description of the Works] as more specifically set out in the Purchase Order Documents |
| 6. | **Works Completion Date** | [## insert ‘Not applicable’ or insert Works Completion] |
| 7. | **Services** | [## insert ‘Not applicable’ or insert description of the Services] as more specifically set out in the Purchase Order Documents |
| 8. | **Services Completion Date** | [## insert ‘Not applicable’ or insert Completion Date for the Services] |
| 9. | **Goods** | [## insert ‘Not applicable’ or insert description of Goods] as more specifically set out in the Purchase Order Documents |
| 10. | **Delivery Date** | [## insert ‘Not applicable’ or insert date for delivery of Goods] |
| 11. | **Delivery Point** | [##insert ‘Not applicable’ or the address to which the Goods must be delivered] |
| 12. | **Insurances** | Public liability insurance which cover in respect of any one occurrence must be not less than $$20 million  If performing Services: Professional indemnity insurance which cover in respect of any one occurrence must be not less than $5 million for Services relating building works and  $2 million for other Services.  If performing Works: contract works insurance to cover liability against loss or damage to the Works from commencement of performance of the Works until Completion of the Works and in respect of the rectification of defects during the defects liability period under Clause 6.3, for the value of the Works.  Workers compensation insurance (as applicable) to cover liability arising out of death of or injury to persons employed by the Contractor, including liability at statute and at common law.  [## List any other insurances required] |
| 13. | **Purchase Order Documents** | The following documents comprise the Purchase Order between the parties:   1. this Covering Page 2. the General Conditions 3. [## insert reference to the documents which describes the Works, Services and / or Goods to be carried out and attach that document], a copy of which is attached. |
| 14. | **Purchase Price** | $[## insert amount] (GST exclusive) |
| 15. | **Period for payment** | 30 days after the date of receipt of the Contractor’s payment claim |

Executed by the parties on **[##insert date]**

|  |  |
| --- | --- |
| ……………………………………………………….  Signature for and on behalf of Merri-bek City Council (ABN 46 202 010 737) by its duly authorised representative | ………………………………………………………... Signature on behalf of Contractor by its duly authorised  representative |
| ………………………………………………………. Name and Position Title | ………………………………………………………... Name and Position Title |

# GENERAL CONDITIONS

1. **Definitions**

In this Purchase Order:

**‘Author’** means any director, employee, contractor, sub-contractor, sub-consultant or agent of the Contractor who may have or acquire Moral Rights in works created as part of performance of the Services;

**‘Authorised Nominating Authorities’** means either:

1. the Resolution Institute (Victorian Chapter);
2. Rialto Adjudications Pty Ltd; or
3. RICS Dispute Resolution Service; **‘Beneficiaries’** has the meaning given in clause 23.3; **‘Completion’** has the meaning given in clause 4;

**‘Contractor’** means the person named as such in Item 3;

**‘Council’** means Merri-bek City Council;

**‘Covering Page’** means the particulars on the front page before the General Conditions;

**‘Deliverables’** means any materials, reports, drawings, sketches, designs, advices, plans, specifications, data, models, samples, patterns, calculations, computations, reports, photographs, statements, diagrams, software or information and the like which:

1. the Contractor is required to prepare or provide under the Contract; or
2. are necessary for the Contractor to prepare in order to perform the Services in accordance with the Contract;

**‘Delivery Date’** means the date stated in Item 10;

‘**Delivery Point**’ means the delivery point identified in Item 11; **‘General Conditions’** means these conditions annexed to the Covering Page;

**‘Goods’** means the goods (if any) described in Item 9;

**‘IP Rights’** means all intellectual property rights (whether registered or unregistered) including any processes, technology, systems, reports, specifications, patents, trademarks, service marks, trade names, designs, design rights, brands and company names, trade secrets, copyright works, URLs, drawings, inventions, technical data, research data, formulae, computer programs, software, know-how, logos, symbols, and similar industrial or intellectual property rights;

**‘Item’** means an item in the Covering Page;

**‘Privacy Laws’** means any law which relates to the privacy of information with which the Contractor must comply, including the *Privacy Act* 1988 (Cth) (and the Australian Privacy Principles under that Act), the *Privacy and Data Protection Act* 2014 (Vic) (and the Information Privacy Principles under that Act) and any applicable code of practice;

**‘Purchase Order’** means the agreement between the parties constituted by the Purchase Order Documents;

**‘Purchase Order Documents’** means the documents in Item 13; **‘Purchase Price’** means the amount to be paid by Council to the Contractor as specified in Item 14;

**‘Services’** means the services (if any) described in Item 7; **‘Services Completion Date’** means the date stated in Item 8; **‘SOP Act’** means the *Building and Construction Security of Payment Act 2002* (Vic);

**‘Supply’** means the supply of Goods, performance of Services or performance of Works as (as applicable) pursuant to this Purchase Order;

**‘Works’** means the works (if any) described in Item 5; and

**‘Works Completion Date’** means the date (if any) in Item 6.

# Terms and Conditions

The Contractor acknowledges that by commencing the performance of any part of the obligations set out in the Purchase Order Documents, the Contractor is deemed to have accepted the terms and conditions set out in the Purchase Order and agrees to be bound by them. The Contractor agrees that the Purchase Order constitutes the entire agreement between the parties and that any other terms and conditions do not apply.

# Contractor to inform itself

The Contractor is deemed to have examined all Purchase Order Documents, obtained all other necessary information, determined the nature and extent of the Supply and assessed the amount of temporary works, materials, labour and plant (as applicable) necessary to complete the Supply, and is satisfied that the Purchase Price makes sufficient allowance for the performance of the Supply in accordance with the Purchase Order.

# Completion

The Contractor must:

* 1. bring the Works to completion on or before the Works Completion Date; and/or
  2. bring the Services to completion on or before the Services Completion Date; and/or
  3. deliver the Goods to the Delivery Point on or before the Delivery Date,

(as applicable) to the satisfaction of Council in accordance with this Purchase Order. The Works, Services and Goods are only considered complete when Council provides written notice to the Contractor that it is satisfied that the Works, Services and/or Goods have been delivered and completed in accordance with this Purchase Order (**Completion**).

# Contractor’s Primary Obligations – Works

Where the Contractor is performing Works, the Contractor must carry out and complete its obligations under this Purchase Order:

* 1. with the professional skill, care and diligence that would be expected of a competent and experienced contractor;
  2. so as to achieve Completion on or before the Works Completion Date;
  3. in a proper and workmanlike manner, using new materials unless otherwise agreed;
  4. using suitably qualified personnel;
  5. in accordance with all directions given by Council;
  6. so that the completed Works comply with the requirements of this Purchase Order and are fit for the purpose stated in or which is reasonably ascertainable from the Purchase Order Documents; and
  7. in accordance with any Acts, regulations and Council’s policies and procedures in any way applicable to the performance of this Purchase Order, including, without limitation, any occupational health and safety legislation.

# Works Defect Rectification

* 1. Without limiting the general nature of Clause 6.3, if the Council discovers any material or work provided by the Contractor which is not in accordance with the Contract, the Council may direct the Contractor:
     1. to remove the material from the site;
     2. to demolish, reconstruct, replace or correct the material or work;
     3. to not deliver the material or work to the site;
     4. that the Council will issue a direction to perform a variation under clause 13 in relation to the defect; or
     5. that the Council elects to accept the material or work notwithstanding that it is not in accordance with the Purchase Order. In that event the resulting increase or decrease in the value to the Council of the Works and any other loss suffered by the Council shall be valued by the Principal acting reasonably.
  2. In any direction issued under clause 6.1, the Council may direct the times within which the Contractor must commence and complete the relevant removal, demolition, replacement or correction.
  3. A defects liability period of 12 months commences on Completion of the Works. During such defects liability period, the Council may give the Contractor a direction to rectify a defect.
  4. If the Contractor does not commence or complete the relevant removal, demolition, replacement, correction or rectification which is the subject of a direction issued under clause 6.1 or clause 6.3 by the relevant date stated in such direction, the Council may have such removal, demolition, replacement, correction or rectification carried out by others, and all costs and expenses incurred by the Council in having such works carried out will be a debt immediately due and payable by the Contractor to the Council.
  5. The Contractor must carry out rectification of defects at times and in a manner causing as little inconvenience to the occupants or users of the Works as is reasonably possible.

# Contractor’s Primary Obligations – Services

Where the Contractor is performing Services, the Contractor must carry out and complete its obligations under this Purchase Order:

* 1. with the professional skill, care and diligence that would be expected of a competent and experienced consultant;
  2. so as to achieve Completion on or before the Services Completion Date;
  3. using suitably qualified personnel;
  4. in accordance with all directions given by Council;
  5. so that the Deliverables comply with the requirements of this Purchase Order, are co-ordinated and consistent, free from errors and are fit for the purpose stated in or which is reasonably ascertainable from the Purchase Order Documents; and
  6. in accordance with any Acts, regulations and Council’s policies and procedures in any way applicable to the performance of this Purchase Order, including, without limitation, any occupational health and safety legislation.

# Rejection of Works or Services

Council may reject any of the Works or Services which:

* 1. do not comply in all respects with this Purchase Order; or
  2. have not passed any acceptance tests required under the Purchase Order Documents,

and Council is not required to make payment for any rejected Works or Services.

# Contractor’s Primary Obligations - Goods

Where the Contractor is supplying the Goods, the Contractor warrants and agrees that:

* 1. the Goods will be new, unless agreed otherwise;
  2. the Goods will be fit for the purpose for which items of the same kind are commonly supplied;
  3. the Goods are of merchantable quality and free from defects;
  4. the Goods will be accompanied by any necessary instructions and technical documentation, including operating and service manuals;
  5. where any guarantee or warranty is supplied by the manufacturer or supplier of the Goods, the Contractor will assign to the Council the benefit of such guarantee or warranty (or where such assignment cannot occur, the Contractor will hold the benefit of the guarantee or warranty on trust for the Council);
  6. the Goods will comply with all Legal Requirements and relevant Council’s Policies and Procedures at the time that the Goods are delivered to the Delivery Point; and
  7. the Contractor is capable of passing title in the Goods free of encumbrances and all other adverse interests at the time they are supplied to the Council.

# Delivery of Goods

The Contractor must obtain a delivery slip signed by Council acknowledging delivery of the Goods to the Delivery Point. Council is not required to make payment for any Goods unless the delivery slip is signed by Council and is submitted with the relevant payment claim. The Council accepts no responsibility where the Contractor delivers the Goods to the wrong person or the wrong Site or fails to properly record the details of the person receiving the Goods.

# Rejection of Goods

Council may inspect the Goods and may reject any of the Goods which:

* 1. do not comply in all respects with this Purchase Order; or
  2. have not passed any acceptance tests required under the Purchase Order Documents,

and Council is not required to make payment for any rejected Goods.

# Statutory Requirements and Direction

The Contractor must comply and must ensure that its employees, sub-contractors and agents comply with any Acts, regulations and local laws applicable to the performance of this Purchase Order, including, without limitation, any occupational health and safety legislation, Council’s policies and procedures and all directions given by Council.

# Variation

Council may, at any time, give written notice to the Contractor proposing a variation to the Works, Goods or Services. The Contractor must, as soon as possible, or in any event within 7 days, provide a written proposal for any variation to the Purchase Price that will apply to the varied Works, Goods or Services. Council may (but it not obliged to) accept the varied Purchase Price proposal within 7 days of receipt by giving a written acceptance to the Contractor. In the absence of such acceptance this Purchase Order will continue as if no proposal under this clause 13 had been made.

# Confidentiality

The Contractor will not disclose, and will ensure that its employees, agents and contractors do not disclose, any confidential information relating to Council or its affairs which may come to its or their knowledge during the term of this Purchase Order.

# Privacy

The Contractor must:

* 1. comply, and procure that its sub-contractors comply with, the Privacy Laws; and
  2. must not, and must procure its sub-contractors do not, cause Council to breach of its obligations under the Privacy Laws.

# Payment of Purchase Price

* 1. If the Contract or complies with its obligations under this Purchase Order, the Contractor may make a claim for payment of the Purchase Price within 14 days after the date of Completion (being the ‘reference date’ for the purpose of the SOPA Act).
  2. Subject to clause 16.3, Council must pay the Purchase Price to the Contractor within the number of days stated in Item 15 after the claim for payment is received.
  3. If Council disputes any part of the Contractor’s payment claim, the Council must pay the Contractor the undisputed amount within the time required under Clause 17.2 and provide written reasons to the Contractor for withholding the disputed amount within 14 days of receiving he Contractor’s payment claim.
  4. Without limiting its rights at law or in equity, the Council may deduct, withhold or set off from money due to the Contractor any money owing from the Contractor to the Council whether arising out of or in connection with the Purchase Order or otherwise.

# Insurances

* 1. The Contractor will effect the insurance policy or policies stated in Item 12 with an insurer and on terms approved by Council.
  2. Before commencing the Supply and whenever requested by the Council, the Contractor must produce evidence to the satisfaction and approval of the Council that it has satisfied all of its insurance obligations under the Purchase Order. Insurance does not limit the Contractor’s liability under the Purchase Order or otherwise.
  3. The Contractor must ensure that each of its subcontractors are similarly insured.

# Goods and Services Tax ("GST")

The Purchase Price is exclusive of GST. Where Council is required to pay the Contractor any amount under this Purchase Order on account of GST, the amount representing GST will only be payable by Council to the Contractor where the Contractor supplies to Council a tax invoice for GST purposes, in a form approved by Council.

# Default by Contractor

* 1. If the Contractor defaults in the performance of any obligation under this Purchase Order, Council may give written notice to the Contractor specifying the failure and requiring it to be remedied within 10 days.
  2. If, within 10 days after receipt of the notice, the Contractor fails to remedy the default to the satisfaction of Council, Council (without prejudice to any other rights that it may have under this Purchase Order or at common law against the Contractor) may:
     1. suspend payment under this Purchase Order; or
     2. terminate this Purchase Order by giving written notice.

# Insolvency of Contractor

If the Contractor is insolvent, has an administrator, receiver, receiver and manager, provisional liquidator, liquidator or controller appointed to it, enters into a scheme of arrangement with its creditors, is wound or is bankrupt, Council may terminate this Purchase Order by giving written notice to the Contractor.

# Sub-Contracting and Assignment

* 1. The Contractor must not, except with the written consent of Council, sub-contract or assign the whole or any portion of its rights or obligations under this Purchase Order.
  2. Where Council gives consent to the Contractor in accordance with this clause 21, the Contractor remains fully responsible for performance under this Purchase Order and will be liable to Council for the acts or omission of any sub- contractor as if those acts or omissions were those of the Contractor.

# Security of Payment

* 1. If the Contractor is entitled to make an adjudication application under the SOP Act, the Contractor must make such adjudication application to one of the Authorised Nominating Authorities specified in the Covering Page.
  2. The Contractor must indemnify and keep indemnified Council on demand from and against all loss, damages and expenses suffered or incurred by Council arising out of or in connection with a suspension by a sub-contractor under the SOP Act for the supply of goods, works or services which form part of the Supply.

# IP Rights and Moral Rights

* 1. This clause 23 applies in so far as the Contractor is performing the Services. Subject to clause 23.3.2, the IP Rights in all Deliverables vest in Council upon creation. The Contractor must do everything necessary to perfect such vesting.
  2. Council grants to the Contractor a royalty free, non- transferable, revocable, non-exclusive licence to use the IP Rights vested in Council under this clause only to the extent necessary for the performance of the Services.
  3. In submitting a Deliverable the Contractor represents and is taken to represent to Council that each Author of the Deliverable has given a valid, effective and signed consent under the Copyright Act 1968 by which the Author (to the full extent permitted by law) irrevocably and unconditionally consents to Council, its employees, sub-contractors and agents and any person nominated or authorised by Council (**Beneficiaries**):
     1. using, disclosing, reproducing, transmitting, adapting, publishing or otherwise exercising its rights in relation to the Deliverable in whatever form any of the Beneficiaries thinks fit (including the making of any distortions, additions or alterations to the Deliverable or of any adaptation of the Deliverable in a manner which, but for the consent, infringes or may infringe the Author's Moral Rights (within the meaning of the Copyright Act 1968) in the Deliverable); and
     2. using, disclosing, reproducing, transmitting, exhibiting, communicating, adapting, publishing or otherwise exercising its rights in relation to the Deliverable or any adaptation thereof (or any part of the Deliverable or of any such adaptation) without making any identification of the Author in relation to the Deliverable.

# Third party IP Rights

The Contractor must not breach the IP Rights of any third party in performing its obligations under this Purchase Order.

# Reports

Upon request by the Council, the Contractor will promptly provide the Council with a written report giving details of the status of the Supply, including tasks completed, tasks yet to be completed and estimated completion dates.

# Indemnity and Advance Release

The Contractor indemnifies and holds harmless Council from and against all actions, claims, losses, damages, penalties or demands arising out of or in connection with the performance or purported performance of its obligations under this Purchase Order. This indemnity survives termination or expiration and Completion of this Purchase Order.

# Suspension

The Council may suspend the Supply by issuing a written notice to the Contractor. The Contractor must immediately comply with such notice for the period of time stated in the notice, or if no time is stated, for the period of time directed by the Council.

The Contractor must recommence the Supply in accordance with any further written notice issued by the Council to the Contractor.

If the suspension is due to an act, default or omission by the Contractor or its subcontractors, the Contractor is not entitled to make and releases the Council from any claim arising out of or in connection with the suspension. If and to the extent the suspensionis for any other reason, the Council will pay to the Contractor its reasonable direct costs necessarily and reasonably incurred by the Contractor as a result of the suspension, as assessed by the Council.

# Termination

* 1. Council may, at any time, terminate this Purchase Order by giving written notice to the Contractor. The Contractor must, on receipt of such notice, immediately cease all work in connection with the Supply and take all appropriate action to mitigate any loss or prevent further costs being incurred.
  2. In the event of termination pursuant to this clause 28.1, Council will pay to the Contractor any part of the Purchase Price owing for those parts of the Works performed, Goods delivered to Council or any Services carried out prior to the date of terminating. The Contractor releases Council from any further claim arising out of or in connection with the termination.

# Amendment

This Purchase Order may only be varied or replaced by a document duly executed by the parties.

# Disputes

If a dispute or difference between the parties arises in connection with the Purchase Order, then either party may deliver by hand or send by registered post to the other party, a written notice of dispute identifying and providing details of the dispute. Within 14 days of receipt of a notice of dispute, the parties will together confer at least once to attempt to resolve the dispute. If the dispute has not been resolved within 28 days of receipt of a notice of dispute, either party may by notice in writing delivered by hand or sent by registered post to the other party, refer that dispute to litigation.

# Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Purchase Order.

# Time of the Essence

Time is of the essence under this Purchase Order.

# No Relationship

Nothing in this Purchase Order will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in this Purchase Order will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

# Whole Understanding

This Purchase Order constitutes the whole understanding between the parties and embodies all terms on which the Works, Goods and Services are to be performed by the Contractor. If the Contractor's acceptance or supply of this Purchase Order contains any terms in conflict with this Purchase Order, the Purchase Order will have precedence.

# Governing Law

The law of the State of Victoria governs this Purchase Order and any legal proceedings under this Purchase Order.

# Joint and Several Obligations

If the Contractor consists of two or more parties, this Purchase Order binds each of them severally and jointly.

# Method of Giving Notices

A notice required or permitted to be given by one party to another under this Purchase Order must be in writing, addressed to the other party and delivered by post, email, or in person to the address or email address specified in Item 2 and Item 4.

# Receipt of Notices

A notice given to a party in accordance with clause 38 must be treated as having been duly given and received:

* 1. if delivered to a party's address or left at the party’s address, on the day of delivery;
  2. if posted within Australia to an Australian address, using express post, 2 business days after the date of posting and using any other prepaid post, 6 business days after date of positing;
  3. if posted to an address in a different country, 10 business days after date of posting (by airmail);
  4. subject to clause 38.5, if served by email, on the day of transmission unless the sender receives notification that the email containing the notice was not received; and
  5. if received after 5.00pm in the place it is received or on a day which is not a business day in the place it is received, at 9.00am on the next business day.

# Child Safety

* 1. For the purpose of this Clause 39:

**Applicable Entity** has the meaning given in the Child Safety and Wellbeing Act 2005 (Vic);

**Child-Connected Work** means work performed in connection with this Contract by an adult in an environment where children are present or are reasonably expected to be present;

**Child Safety Laws** means any laws that in any way relate to child safety, including the Child Safety and Wellbeing Act 2005 (Vic); and

**WWCC** has the meaning given ‘WWC clearance’ in the Worker Screening Act 2020 (Vic).

* 1. The parties acknowledge and agree that Council is committed to:

1. creating a child safe environment; and
2. protecting children from abuse or harm, managing the risk of child abuse, providing support to a child at risk of child abuse and responding to incidents or allegations of child abuse in accordance with its legal obligations, including Child Safety Laws.
   1. The Contractor:
3. acknowledges that Council is required to comply with Child Safety Laws as an Applicable Entity; and
4. must not do anything, in performing its obligations under the Contract, that would prevent Council from complying with its obligations under Child Safety Laws.
   1. If the Contractor is an Applicable Entity, it warrants to Council that it:
5. is compliant and will continue to comply with Child Safety Laws;
6. will provide a copy of its child safety policy to Council on request; and
7. will immediately provide Council with copies of any documents or information in respect of any compliance action taken by any regulatory authority in connection with child safety against the Contractor.
   1. The Contractor must ensure that any person employed or engaged by the Contractor or its Associates in connection with the Works who enters the Site and is carrying out Child-Connected Work:
8. possess a valid WWCC and accepts responsibility regarding compliance with that Act in so far as it relates to the performance of the Works;
9. complies with any policies of Council or a facility operator at or near the Site regarding child safety made available to the Contractor; and
10. behaves in a manner which is consistent with the continued operation and use of the area within or around the Site by children, including not using offensive language and or other behaviour; and
11. does not have direct contact with any child at or near the Site without the prior approval of Council.
    1. The Contractor must maintain an up-to-date register of the WWCC of any person employed or engaged by the Contractor or its Associates in connection with the Works who enters the Site and is carrying out Child-Connected Work, and must provide a copy of such register to Council on request.
    2. The following will be regarded as a substantial breach by the Contractor of its obligations arising out of the Contract pursuant to Clause 39:
12. there is a breach of any Child Safety Laws caused by, or in any way connected with, the Contractor or its Associates;
13. the Contractor has failed to comply with this Clause 39; or
14. the Contractor or any of its Associates are not suitable to engage in Child-Connected Work for the purposes of Council’s compliance with the Child Safety Laws or its child safety policies.

# Conflict of interest

* 1. The Contractor warrants to Council that:

1. as at the Execution Date, no actual, potential or perceived probity issues (including any actual, potential or perceived conflicts of interest) exist or are likely to arise in connection with the Contract, other than those probity issues disclosed in writing prior to the Execution Date; and
2. it will not place itself, and will procure that its Associates do not place themselves, in a position that may or does give rise to an actual, potential or perceived probity issue at any time during the term of the Contract.
   1. If any actual, potential or perceived probity issue arises, or appears likely to arise, the Contractor must:
3. immediately notify Council in writing as soon as such probity issue becomes apparent to the Contractor and provide details of the probity issue; and
4. continue to update Council in respect of that probity issue.
   1. If a notice is given under Clause 40.2, the Contractor must take all steps reasonably required by Council to prevent, end, avoid, mitigate, resolve or otherwise manage the actual, potential or perceived probity issue.
   2. Council may conduct checks and investigations to satisfy itself that there are no actual, potential or perceived probity issues involving the Contractor or its Associates in connection with the Contract, and the Contractor must such provide documentation and such other information reasonably requested by Council for this purpose.

# Improper conduct

* 1. The Contractor must not:
  2. accept or provide any secret commissions;
  3. engage in any criminal or fraudulent activity, or deliberately misleading or deceptive conduct;
  4. enter into any improper commercial arrangements with other contractors, subcontractors, suppliers, agents or parties;
  5. seek to influence decisions by or on behalf of Council or the Superintendent in connection with the Contract by improper means during the Contract term; or
  6. accept incentives to provide contracts or works to other contractors, subcontractors or suppliers that financially disadvantage Council.
  7. A failure by the Contractor to comply with this Clause 41 will be regarded as a substantial breach by the Contractor of its obligations arising out of the Contract pursuant to Clause 41.

# Electronic funds transfer verification

* 1. Within 5 Business Days of being notified by Council or a third party appointed by Council for the purpose of supplier verification, the Contractor must submit to Council, in a form prescribed by Council, its banking details for verification by Council or a third party notified in writing to the Contractor.
  2. Prior to submitting the form required in Clause 42.1, the Contractor must first obtain any consents (including privacy consents) required to disclose the information contained in the prescribed form.
  3. The Contractor must comply with this Clause 42 as a condition precedent to the Contractor submitting a payment claim under the Contract.