

CUSTOMER CONTRACT

1 Customer Contract Details

Item 1. Parties to the Customer Contract			
Eligible Customer		Supplier	
Name		Name	
Address		Address	
ABN/ACN		ABN/ACN	
Item 2. Term			
Commencement Date			
Expiry Date			
Extension Options			
Item 3. AED Related Goods and Services Supplied			
Description of AED Package			
Quantity of AED Packages Supplied			
Delivery Address			
Delivery Date			
Familiarisation Training Date/s			
AED Package Cost (ex GST)			
Item 4: Special Conditions			
Working with Children Check Required	<input type="checkbox"/> Working with Children Check is required <input type="checkbox"/> Working with Children Check is not required		
Other Special Conditions			
Item 5: Insurances			
Product Liability			
Public Liability			
Professional Indemnity			
Workers Compensation			

2 Customer Contract Details Acceptance

Eligible Customer	
Name:	Date:
Position:	Signature:
I confirm that I am authorised to sign this document on behalf of the Eligible Customer	
Supplier	
Name:	Date:
Position:	Signature:
I confirm that I am authorised to sign this document on behalf of the Supplier	

3 Customer Contract Terms and Conditions

1. General

- 1.1 These terms apply to all Customer Contracts entered by Eligible Customer's under the Office of Sport Prequalification Scheme OOS000191 – Automated External Defibrillator Related Goods and Services (Scheme OOS000191).
- 1.2 Eligible Customers under Scheme OOS000191 are:
 - (a) Grant funding recipients under the Local Sport Defibrillator Grant Program administered by the Office of Sport (the Office)
 - (b) All locations of the Office including but not limited to office spaces, sport and recreation centres, and international Olympic venues.
- 1.3 No other terms or conditions or any variations apply to a Customer Contract unless an Eligible Customer has agreed in writing to them.
- 1.4 The Supplier agrees to provide an Eligible Customer with access to any records or information in relation to any Customer Contract for goods and services with the Supplier as reasonably required from time to time.
- 1.5 If there is any inconsistency among any documents that form the Customer Contract, the following order of priority will apply so that the higher ranked document will prevail to the extent of the inconsistency:
 - (a) the Statement of Requirements set out under Scheme OOS000191;
 - (b) Customer Contract Details;
 - (c) these Customer Contract Terms and Conditions;
 - (d) any other document.

2. The Agreement

- 2.1 Supply of goods/services pursuant to a Customer Contract shall constitute acceptance of these Terms and Conditions and constitute an Agreement.
- 2.2 For the purpose of clarity the Customer Contract is not with the Office of Sport and shall be between the Supplier and the Eligible Customer entering into the Customer Contract.
- 2.3 The laws of New South Wales govern this Agreement.

3. Waiver

- 3.1 A waiver of a breach of these Terms and Conditions shall not be taken to be a waiver in respect of any other breach. The failure of either party to enforce a term of this Agreement will not be interpreted as a waiver of that term.

4. Price

- 4.1 The Supplier will not charge an Eligible Customer for goods/services any amounts greater than the approved pricing under Scheme OOS000191.
- 4.2 All prices quoted in a Customer Contract by the Supplier are fixed and inclusive of all taxes, including GST, insurance, freight and delivery costs including costs associated with the return of goods wrongly supplied or defective goods.

5. Warranties

- 5.1 The Supplier warrants that goods/services supplied under this Agreement are those goods/services approved under Scheme OOS000191, including any such goods/services supplied by the Supplier using any sub-contractors or third-parties.

- 5.2 The Warranty Period for goods/services is as per Scheme OOS000191 – Statement of Requirements, unless otherwise agreed.
- 5.3 In relation to goods supplied under this Agreement, the Supplier warrants that at the time ownership of the goods passes to an Eligible Customer, they will be free from any charge or liability, the goods comply with all laws and applicable standards, are free from defects and fit for purpose and conform to the description of the goods purchased.
- 5.3 Where the goods have been procured from third parties, the Supplier agrees to do all things necessary to assign to an Eligible Customer the benefits of any warranties given by the third parties in addition to warranties offered by the Supplier under this Agreement.
- 5.4 In relation to services supplied under this Agreement, the Supplier warrants that the services do not infringe the intellectual property rights of any third party and agrees to indemnify an Eligible Customer in the event that any third party makes a claim on the Eligible Customer in relation to any infringement of intellectual property rights by the Supplier.
- 5.5 The Supplier warrants that all personnel engaged to supply the services will provide the services with due care and skill, and are appropriately qualified, competent and experienced and hold all necessary licenses, permits and authorities.

6. Delivery

- 6.1 Title to the goods/services vests in an Eligible Customer upon acceptance and acceptance of the goods/services by the Eligible Customer is subject to satisfactory inspection on delivery. The Supplier assumes all risk in the goods/services until the Eligible Customer accepts them.
- 6.2 The Supplier must supply the goods/services on the date, and at the time and place specified by the Eligible Customer and time is of the essence.
- 6.3 The Supplier must comply with the reasonable directions of the Eligible Customer in relation to the delivery of the goods/services.
- 6.4 The Supplier must ensure that all invoices, packing slips and other documents have an Order number, description and quantity of the goods and the name of an Eligible Customer representative. The goods must be packed for safe delivery to an Eligible Customer.
- 6.5 Goods/services that do not comply in every respect with the agreed description or specification will not be accepted and the cost of storing, handling and returning any goods not accepted shall be borne by the Supplier.

7. Defective Goods or Services

- 7.1 If the goods/services are or become defective in any way during the Warranty Period, the Supplier, at its own cost, shall remedy any defect in supplied goods/services that have been notified to it by an Eligible Customer but if it fails to do so within 30 days of being so notified, an Eligible Customer may:
- (a) arrange for the remedial work by a third party at the Supplier's expense;
 - (b) in relation to goods, return the goods to the Supplier at the Supplier's expense and immediately be entitled to a full refund of the price of those goods; or
 - (c) in relation to services, notify the Supplier that it rejects the services in which case an Eligible Customer will immediately be entitled to a full refund of the price of those services.
- 7.2 The rights and remedies under this clause are in addition to, and do not limit, any other rights of an Eligible Customer at law.

8. Child Protection

- 8.1 The Supplier warrants that it is fully aware of the Child Protection Laws applicable to providing Services under this Contract and its operations more generally. Legislative obligations include those under the following Child Protection Laws:
- (a) Child Protection (Working with Children) Act 2012;
 - (b) Children's Guardian Act 2019;
 - (c) Children and Young Persons (Care and Protection) Act 1998; and
 - (d) All other related laws concerning child protection.
- 8.2 If requested, the Supplier must provide an Eligible Customer with a Working With Children Check (WWCC) number for Supplier Personnel before the Supplier Personnel commences the provision of any goods/services under this Agreement.
- 8.3 Where the Supplier is attending a site or facility of an Eligible Customer to provide goods/services, but is not working directly with children, the Supplier must comply with the following:
- a) gain permission to commence work at any of the Eligible Customer's facilities (and/or visit a facility's office) and they may only enter approved areas;
 - b) Complete the Eligible Customer's facilities induction including being inducted into the child safety expectations and regulations when providing goods/services;
 - c) not interact with children or residents except in a serious emergency or safety situation;
 - d) only use approved toilets and other amenities. There must be no use of children's toilets or amenities (eg showers, canteens etc) at the Eligible Customer's facilities;
 - e) the work area must not be able to be used/accessed by children. Clear signs and barricades (wherever possible) must be used to prevent any inadvertent or unauthorised access;
 - f) immediately report any concerns about children to a senior employee of the Eligible Customer;
 - g) use appropriate language at all times; and
 - h) wear presentable clothing at all times.

9. Payment

- 9.1 If the Supplier has supplied the goods/services in accordance with the Customer Contract, an Eligible Customer has accepted the goods/services and the Supplier has issued a valid tax invoice substantiated by an itemised account and any further details reasonably requested by an Eligible Customer, payment will be made within 30 days after receipt of that invoice or within such time as has been agreed in writing by the Eligible Customer.

10. Insurances

- 10.1 The Supplier must hold appropriate insurance required under Scheme OOS000191 including workers compensation, public liability insurance, and product liability insurance to cover the risk for the goods/services supplied and provide documentary evidence thereof to an Eligible Customer on demand.

11. Compliance with legislation

- 11.1 The Supplier shall identify applicable legislation to the supply of the goods/services and comply with the requirements of all such applicable legislation.

12. Indemnity

12.1 The Supplier shall indemnify an Eligible Customer, its employees and agents and the State of NSW against any claim, loss or expense (including a claim, loss or expense arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor client basis) arising out of any unlawful, negligent, reckless or deliberately wrongful act or omission of the Supplier in the performance of this Agreement or any breach of this Agreement.

13. Termination

13.1 An Eligible Customer may terminate this Agreement if:

- (a) the Supplier becomes bankrupt, insolvent or commits a substantial breach of this Agreement in a manner that is incapable of remedy immediately;
- (b) the Supplier's prequalification under Scheme OOS000191 is suspended or revoked;
- (c) the Supplier commits a breach capable of remedy and does not remedy the breach within 7 days of giving notice requiring it to do so from an Eligible Customer.

13.2 An Eligible Customer shall not in any circumstances be liable for any consequential loss or loss of profits suffered by the Supplier as a result of the termination of this Agreement by the Eligible Customer.

14. Force Majeure

14.1 Force Majeure Event means an act of God, fire, flood, or earthquake, national emergency (including terrorist acts) or war.

14.2 To the extent that good/services are delayed or unable to be supplied under this Agreement due to any event or circumstance outside its reasonable control, including a Force Majeure Event, the Supplier will not be liable for any such delay or inability to supply until the event or circumstance has passed and its impact overcome.

14.3 The Supplier must at all times use its reasonable efforts to continue to meet its obligations to the greatest extent possible notwithstanding the impact of a Force Majeure Event.

15. Relationship

16.1 The supply of goods/services pursuant to a Customer Contract does not create a relationship of partnership, employment, principal and agent, or of trustee and beneficiary.

16. Publicity

16.1 The Supplier must not disclose, distribute or otherwise communicate any media release, promotional material or publicity about or in relation to this Agreement, their involvement under the Scheme or otherwise refer to the Eligible Customer (including use its logo) without its prior written approval.