

Purchase Order

General Terms & Conditions

I. Definitions

Contract Sum means the amount specified in the Purchase Order to be payable by the Principal to the Supplier for Supplier Activities performed.

Defect means any aspect of the Supplier Activities that does not conform with this Contract.

General Terms means these Purchase Order General Terms and Conditions.

Goods means the goods (if any), comprising or forming part of the supplies, specified or described in the Purchase Order. Broadly, Goods are tangible products or items, such as medical equipment, office supplies or building fixtures.

Principal means the Crown in the Right of Tasmania represented by the Department of Health. A reference to the Principal includes any delegate acting on behalf of the Principal.

Site means the site (if any) specified in the Purchase Order.

Services means the services (if any), comprising or forming part of the supplies, specified or described in the Purchase Order. Broadly speaking, Services includes the provision of advice and professional services such as consultancy and design services. It excludes Works.

Supplier means the supplier specified in the Purchase Order.

Supplier Activities is the umbrella term to describe all possible supplies provided or work carried out under the Contract (whether goods, services or works), as described in the Purchase Order.

Works means the works (if any) comprising or forming part of the supplies, specified or described in the Purchase Order. Broadly, Works includes any building, civil engineering or engineering work. It includes building, construction and maintenance of structures or engineering works. It excludes consultancies related to those matters.

2. Contract

Unless otherwise agreed, a Purchase Order issued by the Principal is governed by these General Terms.

If there is any ambiguity or inconsistency between these General Terms and the Purchase Order, the Purchase Order will take precedence.

The issue of a Purchase Order, together with these General Terms and any attachments (including Specifications and Plans) referred to in the Purchase Order, forms a binding contract between the Supplier and the Principal without the need for further action by the parties (**the Contract**).

3. Agreement to Perform Supplier Activities

The Supplier agrees to perform the Supplier Activities, for the Contract Sum, in accordance with the Contract.

The Principal agrees to pay the Contract Sum to the Supplier as consideration for performance of the Supplier Activities in accordance with the Contract.

4. Payment of Contract Sum

The Principal will pay the Contract Sum to the Supplier in accordance with the standard payment terms in the Purchase Order, unless otherwise agreed or stated in these General Terms.

The Contract Sum is not subject to adjustment unless otherwise provided for in the Contract.

5. Performance of Supplier Activities

The Supplier must perform the Supplier Activities:

- a) in accordance with any requirements specified in the Purchase Order (including any Specifications or Plans referred to in, or sent together, with the Purchase Order);
- b) in accordance with all applicable laws (including laws relating to occupational health and safety), standards and protocols;
- c) using appropriately qualified, skilled and experienced personnel;
- d) exercising the standards of care, skill and diligence expected of a person competent and experienced in providing the Supplier Activities;
- e) to the reasonable satisfaction of the Principal;

- f) in accordance with any commencement date, completion date or other relevant date specified in the Purchase Order;
- g) in accordance with any other requirements specified in the Contract; and
- h) in accordance with any instructions or directions, in writing, given by the Principal (but any such instructions or directions must not materially change the scope of the Services to be provided by the Supplier).

The Supplier must hold, and must ensure that all of its employees and its subcontractors undertaking any work under the Contract hold, at all times when undertaking any Supplier Activities, all necessary accreditations, certifications, registrations, licences, permissions and / or authorities relevant to the work under the Contract. The Supplier's Declaration with Respect to Licenses and Registrations is recorded and maintained in the Contractor Registration System.

6. Security & Access

The Supplier must, and must ensure that its officers, employees, agents and/or sub-contractors, when entering upon the Principal's premises, dealing with the Principal's employees or members of the public, or using the Principal's facilities, equipment or resources, comply with all applicable rules, policies, standards, codes of conduct, directions and procedures of the Principal, including those relating to security, workplace health and safety and appropriate use of information and communication technology in a like manner as if they were employees of the Principal.

7. Remedy of Defective Work

The Principal may, at any time, examine or test any Supplier Activities to be supplied under the Contract.

The Supplier must comply with any direction to remedy any work not in accordance with the Contract within the time directed in writing by the Principal. If the Supplier fails to comply with the requirement for rectification, the Principal may have the work rectified by others at the Supplier's expense or may accept the work at a reduced value, at the absolute discretion of the Principal.

The Principal may deduct the cost of rectification work paid for by the Principal from payments due to the Supplier, or recover the cost as a debt due from the Supplier. Where the defective work is accepted at a reduced value, the Principal may reduce the value of payments due to the Supplier or recover the reduced value as a debt from the Supplier.

8. Variations

The Supplier must not change the Supplier Activities without a written direction from the Principal.

The Principal may request the Supplier to provide a written quotation for the carrying out a proposed variation to the Supplier Activities.

The Supplier must provide the quotation within 5 Business Days after receiving the request.

Within 10 Business Days after receiving the Supplier's quotation, the Principal is to notify the Supplier in writing if the quotation is accepted.

If the Principal accepts in writing the Supplier's quotation, the Supplier must carry out the variation in accordance with the quotation, and the Contract Sum is to be adjusted in conformity with the quotation. The Supplier must take all reasonable steps to carry out the variation concurrently with other work.

9. Assignment and Subcontracting

The Supplier must not assign or subcontract, or allow a subcontractor to assign or subcontract, any of the Supplier Activities without the written approval of the Principal. The Principal must not unreasonably withhold such approval.

The Principal may, in its entire discretion and without giving reasons, reject any request for approval by the Supplier.

10. Insurance

Unless otherwise stated in the Purchase Order or agreed between the Principal and the Supplier, before commencing work in connection with the Contract and until completion of all the work under the Contract (or a later date as otherwise specified in this Contract), the Supplier must hold:

- a) public liability insurance – the amount of cover shall not be less than \$5 million in respect of each claim unless otherwise specified in the Purchase Order; and
- b) workers' compensation insurance – in accordance with the Law.

For Supplier Activities that include professional services, the Supplier must also hold:

- c) professional indemnity insurance – the amount of cover shall not be less than \$1 million.
This cover must be held for six years after the date the Supplier has performed all of its obligations under the Contract.

If the Supplier is a member of a scheme approved under the *Professional Standards Act 2005* (Tas), the Supplier must provide a copy of the applicable scheme to the Principal, prior to the commencement of the Contract.

If no scheme (for the purposes of the Act) applies to the Consultant, the Consultant waives all present and future rights, as against the Principal, to claim any limitation of liability provided by any future scheme, in connection with claims concerning or arising out of the Contract.

If a scheme applies to the Consultant as at the date of the Contract:

- a) the level of the Consultant's liability under the Contract will be limited by the scheme and the Act; and
- b) if required by the Principal, and to the extent that the scheme allows, the Consultant must obtain approval under the scheme for a level of liability not lower than the level (if any) stated in these General Terms or the associated Purchase Order.

Insurances must be with an insurance company authorised to carry on insurance business in Australia. The insurances must cover the Supplier, Principal and any subcontractors as the insured. Each insurance policy must be on terms approved by the Principal. The Supplier must produce evidence of insurance if requested by the Principal. Any excess or deductible is the responsibility of, and must be paid by, the Supplier upon demand.

11. Indemnity by Supplier

The Supplier indemnifies the Principal against:

- a) claims in respect of any injury to, or death of, any person;
- b) claims in respect of damage to the property of any person; or
- c) loss of, or damage to, property of the Principal (other than the Supplier Activities),
- d) arising from, or attributable to, the carrying out of any the Supplier Activities.

The Supplier's liability under the indemnity is to be reduced proportionately to the extent that the claim, loss or damage is caused or contributed to by an act or omission of the Principal or any employee, agent or consultant of the Principal.

The indemnity is a separate and independent obligation of the Supplier and survives the termination of this Contract.

12. Disputes

If the Supplier is dissatisfied with a decision in connection with this Contract then, within 10 Business Days after the decision, the Supplier is to give notice to the Principal in writing of a dispute.

If the dispute is not resolved by agreement between the parties within 10 Business Days of the Supplier's notice, the matters in dispute are to be decided by an independent expert appointed by The President (or other senior officer for the time being of The Law Society of Tasmania). The decision of the expert will be final and binding on the parties, and the parties must give effect to it.

The parties are to share equally the expert's fees and out-of-pocket expenses. Each party is to otherwise bear its own costs.

13. Event of Default

An event of default occurs if, the Supplier:

- a) being an individual, becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cwlth), or any action is taken which could result in that event;
- b) being a company becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) or a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of its property;
- c) breaches any of its obligations under this Contract, and that breach continues for a period of 5 Business Days after the date on which the Principal serves notice on the Supplier specifying the breach;
- d) repudiates this Contract by its conduct;
- e) ceases, or threatens to cease, to carry on its operations, or threatens to dispose of all, or a substantial part, of its undertaking;
- f) convenes a meeting of its creditors or proposes or enters into any scheme of arrangement, reconstruction or composition with all or some of its creditors.

If an event of default occurs, the Principal may do either the following:

- a) Terminate this Contract by notice in writing to the Supplier, in which case the respective rights and liabilities of the parties will be the same as they would be at common law if the Supplier had wrongfully repudiated this Contract.
- b) The Principal may take over the incomplete Supplier Activities by notice in writing to the Supplier, suspend payments due, and have others complete the Supplier Activities.

If the Principal acts under paragraph (b), the Principal is to calculate the amount that would otherwise be payable to the Supplier for the Supplier Activities completed up to date of Principal taking over the Works (**Supplier Amount**); and the cost of others completing the Supplier Activities outstanding at the date of termination (the **Cost to Complete**).

If the Supplier Amount exceeds the Cost to Complete, the difference is payable by the Principal to the Supplier. If the Cost to Complete exceeds the Supplier Amount, the difference is payable by the Supplier to the Principal. An amount payable by a party to another party under this clause is payable within 10 Business Days of being notified.

14. Confidentiality

Despite any confidentiality or intellectual property rights subsisting in this Contract, either party may publish, without reference to the other, all or any part of this Contract. Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

15. Zero Tolerance Towards Violence_

Against Women

Violence against women is defined by the United Nations as “any act of gender based violence that results in or is likely to result in physical, sexual or psychological harm or suffering to women”.

The Principal upholds a zero tolerance policy towards violence against any person in the workplace. The Supplier acknowledges and undertakes to uphold a zero tolerance policy towards violence against any person in the workplace in its interaction with employees, agents and subcontractors of the Principal and in delivery of the Supplier Activities.

The Supplier must ensure that its employees, agents and subcontractors will at all times in delivery of the Supplier Activities act in a manner that is non-threatening, courteous and respectful.

If the Principal reasonably believes that any of the Supplier’s employees, agents or subcontractors are failing to comply with the behavioural standards specified in this clause then the Principal may in its absolute discretion:

- a) prohibit access by the relevant employees, agents or subcontractors to the Principal’s premises; and
- b) direct the Supplier to withdraw the relevant employees, agents or subcontractors from providing the Supplier Activities.

16. Additional Requirements Relating to the_

Supply of Goods

16.1 Definitions

Date for Delivery means the date specified in the Purchase Order or, if no date is specified, a date determined by the Principal (acting reasonably).

Delivery Location means the location specified in the Purchase Order or, if no date is specified, a location determined by the Principal (acting reasonably).

Dumped Goods means goods imported into Australia at less than their normal value or that are subject to any dumping duty under a law of the Commonwealth of Australia.

Harmful Code includes: (a) any virus, denial of service, disabling or malicious device or code, 'worm', 'trojan', 'time bomb', or other harmful or destructive code, but does not include any 'software lock' or other technical mechanism that is included to manage the proper use of any software; and (b) any code that allows any person to remotely monitor any activity of, or collect any data about, the Principal or any person dealing with the Principal.

Latent Defect means a defect in goods attributable to defective design, defective materials or defective manufacture, which is not discoverable by reasonable ordinary inspection

16.2 Delivery of Goods

The Supplier must, at its cost, deliver the Goods to the Principal at the Delivery Location on the Date for Delivery.

Delivery must be made during the Principal's normal business hours at the Delivery Location.

If required by the Principal, the Supplier must give reasonable notice as to the date and time when the Goods will be delivered.

The Supplier, at its cost, is responsible for unloading the Goods.

Delivery of the Goods will be taken to be incomplete until:

- a) the Supplier has delivered to the Principal: all operating manuals reasonably required for the operation of the Goods; and, all licences required to use any software that is included with the Goods;
- b) if installation of the Goods is required by the Specification, the Goods have been installed in accordance with the Specification; and
- c) delivery of the Goods has been acknowledged, in writing, by the Principal to the Supplier.

16.3 Acceptance or rejection of Goods

The Principal may test the Goods to determine whether they conform to the Specification and, if applicable, conform to the sample provided by the Supplier.

The Principal may, by notice in writing to the Supplier, reject the Goods during the Acceptance Period set out in the Purchase Order (if applicable) if:

- a) the Goods do not conform to the Specification or, if applicable, the sample provided by the Supplier;
- b) if applicable, the Goods are not correctly installed in accordance with the Specification; or
- c) the Supplier is otherwise in breach of any warranty.

If the Principal does not reject the Goods during the Acceptance Period, the Principal is taken to have accepted the Goods at the expiration of that period.

If the Principal rejects the Goods, the Supplier must, at its cost, collect and remove the rejected Goods from the Principal as soon as practicable.

If the Supplier fails to collect the rejected Goods within five Business Days of the Goods being rejected, the Principal may, at the Supplier's expense, either store the Goods until collected by the Supplier or return the rejected Goods to the Supplier.

If the Principal rejects the Goods, the Supplier must also refund to the Principal, on demand by the Principal, in writing, any money paid by the Principal to the Supplier for those Goods.

16.4 Ownership of and risk in Goods

Ownership and property in the Goods passes to the Principal upon acceptance of the Goods by the Principal in accordance with the Contract.

The risk in relation to the Goods passes after actual delivery of the Goods to the Principal in accordance with the Contract.

16.5 Warranty Period

The Supplier, at its cost, must promptly make good any Defect that appears in the Goods during the Warranty Period (set out in the Purchase Order, if applicable), and which is notified in writing by the Principal to the Supplier not later than five Business Days after the expiry of the Warranty Period.

For the purpose of this clause, Defect means a defect in the Goods that is attributable to defective design, defective materials or defective manufacture.

16.6 Manufacturer's warranty

The Supplier must obtain for the Principal's benefit any manufacturer's warranty in relation to the Goods that is required by the Specification.

16.7 Supplier's warranties

The Supplier warrants to the Principal that:

- a) the Goods conform to the Specification (if applicable);
- b) the Goods comply with applicable laws and Australian Standards;
- c) the Goods are of merchantable quality;
- d) except as required by the Specification, the Goods are new when supplied to the Principal;
- e) the Goods are free from defects (including scratches and dents, and defects in installation if the Supplier is responsible for installation);
- f) the Goods do not contain Asbestos;
- g) the Goods do not contain any Harmful Code;
- h) the Goods are reasonably fit for the purpose stated in the Specification, or if no purpose is stated or there is no Specification, the purpose for which the Goods would ordinarily be used;
- i) the supply of the Goods by the Supplier to the Principal, and the use of the Goods by the Principal, will not breach any intellectual property rights of any third person (including copyright, designs, trademarks, patents and trade secrets);
- j) the Supplier has the right to sell and transfer title to the Goods to the Principal;
- k) at delivery, the Goods will be free from any Security Interest;
- l) the Goods comply with any manufacturer's specification for the Goods provided by the Supplier to the Principal; and
- m) the Goods do not contain any Latent Defects.

16.8 Dumped Goods

The Supplier must not supply any Goods that are Dumped Goods. If the Supplier supplies any Goods that are Dumped Goods, the Principal may, by notice, in writing, to the Supplier, terminate the Contract and reject any Goods that have already been delivered by the Supplier. If the Principal so elects, the following provisions apply:

- a) The Principal will not be liable for any loss suffered by the Supplier or liable to make any payment for the rejected Goods.
- b) The Supplier must:
 - I. indemnify the Principal for any loss arising out of the rejection of the Goods;
 - II. immediately refund to the Principal any payment previously made for the Goods that are rejected; and
 - III. at its cost, collect and remove the rejected Goods from the Principal as soon as practicable.

17. Additional Requirements Relating to the Supply of Services

17.1 General Obligations

If a Service Period is set out in the Purchase Order, the Supplier must supply the Services to the Principal for the duration of the Service Period.

If a Service Completion Date is set out in the Purchase Order, the Supplier must complete the supply of the Services to the Principal on or before the Service Completion Date. If the supply of the Services has not been completed by the Service Completion Date, the Principal may extend that date.

If no Service Period or Service Completion Date is set out in the Purchase Order, the Supplier must complete the supply of the Services to the Principal as directed by the Principal.

17.2 Professional services

If the Services include services that are commonly provided by a professional person, the Supplier:

- a) must provide the Services to high professional standard (being the standard expected of a professional adviser both competent and experienced in providing services similar to the Services); and
- b) unconditionally acknowledges and agrees that the Principal is relying, and will at all material times be entitled to rely, on:
 - I. the performance by the Supplier of its obligations under the Contract; and
 - II. the exercise by the Supplier, and by the Supplier's personnel, of proper standards of independent professional skill, care and judgement in relation to the Services.

17.3 Named persons to provide Services

If the Purchase Order specifies that the Services are to be delivered by named persons, the Supplier must ensure that the Services are delivered by those named persons. If those named persons are not available for any reason, the Services must be delivered by other persons approved, in writing, by the Principal.

18. Additional Requirements Relating to Works

18.1 Definitions

Asbestos means asbestos as defined by the *Work Health and Safety Regulations 2012* (Tas).

The **Date for Practical Completion** is the Date for Practical Completion (if any) specified in the Purchase Order.

Defects Liability Period is a period of 12 months after the works have been completed, unless otherwise specified in the Purchase Order.

Practical completion means the stage when the Works are fit for use and occupation; the Works are free from any known Defects; the Supplier has provided to the Principal all required documents; and the Supplier has vacated the Site and complied with the Defects Liability Clause.

18.2 General Obligations

Unless otherwise stated in this Contract, the Supplier is responsible for:

- a) the supply of all materials (which must be new, fit for purpose, and free of Defects), labour, tools, plant, and services, for the proper completion of the Works;
- b) obtaining all consents to enable the carrying out of the Works; and
- c) all things necessary for and incidental to the satisfactory completion of the Works, (including items not expressly mentioned);
- d) minimising inconvenience and disturbance to the Principal and to others;
- e) complying with any direction given by a Principal within a reasonable time;
- f) determining the location and type of all existing services and public utilities, both above and below ground, on the Site. The Supplier must ensure that it does not damage any existing services or public utilities when carrying out the Works; and
- g) rectifying (at the Supplier's cost) any loss or damage that occurs to the Works before the Date of Practical Completion. The Supplier is not responsible for loss or damage to the Works caused by the negligent act or omission of the Principal, or employees or agents of the Principal, or caused by defects in the design of the Works.

18.3 Asbestos

The Supplier must ensure that Asbestos is not used as part of or for the purposes of carrying out the Works.

Before commencing on the Site any Works, the Supplier must check the Site's Asbestos register (being any register required to be maintained in respect of Asbestos in accordance with any legislative requirements and hereafter referred to as the "Register") and have regard to the presence or presumed presence of any recorded asbestos containing materials. If one is not available, it must be

assumed that no assessment of Asbestos containing materials has been undertaken.

If the Register states that it is presumed that Asbestos materials are present, no validation sampling will have been conducted. Therefore, before commencing on the Site any Works, the Supplier will be required to conduct all necessary validation sampling of materials. The Supplier will be taken to have allowed for the costs of conducting all required validation sampling as part of its quotation for the Works.

If Asbestos containing materials (identified in the Register) are removed, the Supplier must ensure that the Register is updated by ensuring that copies of all documentation relating to any validation, interference or removal work are included in the Register.

If Asbestos containing material or material suspected of containing Asbestos is discovered on the Site, the Supplier must:

- a) stop work in the immediate area;
- b) advise the Principal, and WorkSafeTasmania by phoning: 1300 366 322 (inside Tasmania) or (03) 6166 4600 (outside Tasmania) or by emailing: wstinfo@justice.tas.gov.au; and
- c) await instructions from the Principal.

The Supplier must treat all Asbestos products encountered as part of or for the purposes of carrying out the Works, including as applicable undertake Asbestos removal, repair, renovation or demolition work, in strict compliance with all legislative requirements.

The Supplier must obtain the necessary approvals before commencing any Works on or with products that contain Asbestos and evidence of approval must be presented to the Principal before commencing work.

The Supplier is reminded that any Principal arranged legal liability insurance does not cover legal liability arising from Asbestos.

The Supplier is to be solely responsible for all costs associated with these obligations except to the extent otherwise expressly stated in the Contract.

18.4 Suspension of Works

The Principal may direct the Supplier to suspend carrying out all or part of the Works and the conditions on which work is to recommence.

18.5 Extension of Date for Practical Completion

The Principal may extend the Date for Practical Completion by a reasonable period if the progress of the Works is delayed because of:

- a) any fault on the part of the Principal or any employee, agent or consultant of the Principal; or
- b) any of the following causes of delay:
 - i. industrial conditions (not after the Date for Practical Completion);
 - ii. inclement weather (not after the Date for Practical Completion); and
 - iii. preclusion of access to the site not caused by the Supplier; or

- c) any suspension of the Works to the extent that the suspension is unrelated to any breach of this Contract by the Supplier.

The Principal must pay to the Supplier any reasonable costs or expenses incurred by the Supplier as a direct result of any delay to the progress of the Works caused by a matter in respect of which the Supplier is entitled to an extension of time in accordance with the preceding paragraph. The Principal, acting reasonably, will determine the amount payable to the Supplier.

The Principal must also extend the Date for Practical Completion by a reasonable period if the progress of the Works is delayed because of any variation to the Works in accordance with this Contract.

The Supplier must notify the Principal, in writing, of a claim for an extension to the Date for Practical Completion, or a claim for any payment under this clause, not later than 10 Business Days after the occurrence of the event that gives rise to the claim. The Supplier's right to make such a claim is lost if it is not made in accordance with this clause.

18.6 Latent Conditions

If the Supplier discovers physical conditions on the Site or its surroundings, excluding weather conditions, which differ materially from those which should reasonably have been anticipated at the time of quote if it had:

- a) examined all information made available in writing by the Principal to the Supplier for the purpose of tendering; and
- b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the tender and obtainable by the making of reasonable enquiries; and
- c) inspected the Site and its surroundings,

the Supplier must immediately notify the Principal in writing and may request that a variation be directed pursuant to clause 8.

The Principal may issue a direction in respect of the latent condition, and the Supplier will be entitled to claim an extension of time for delays, and may be entitled to reimbursement of reasonable costs necessarily incurred as a consequence of the latent condition and directions issued in respect thereof.

18.7 Defects Liability Period

The Supplier must promptly rectify and make good all Defects notified to it following the Date of Practical Completion during the Defects Liability Period.

If the Supplier fails to rectify and make good the Defects within 20 Business Days of being notified of the Defects by the Principal, the Principal may have the Defects rectified and made good by another person. The Supplier must reimburse to the Principal the cost of those rectification works.

18.8 Submitting Payment Claims

Each month up to Practical Completion, or as otherwise agreed, the Supplier shall submit payment claims to the

Principal for completed work, supported by information the Principal may reasonably require.

Each payment claim is to be calculated as follows:

- (a) For work in respect of which the Principal accepted a schedule of rates, an amount calculated by applying the rates to the quantities of work carried out at the date of the payment claim, less amounts previously paid to the Supplier, amounts payable by the Supplier to the Principal, and any amounts the Principal is entitled to deduct.
- (b) For work for which the Principal accepted a lump sum, an instalment of that lump sum which reflects the value of the work carried out at the date of the payment claim, less amounts previously paid to the Supplier, amounts payable by the Supplier to the Principal, and any amounts the Principal is entitled to deduct.

Quantities of work set out in any schedule of rates are estimates only. The Supplier is responsible for providing evidence of the quantities actually carried out. However, the rates and lump sum for each item in the schedule of rates submitted by the Supplier as part of its quotation are binding if accepted by the Principal.

Payment by the Principal is to be made within 14 days after the Principal's receipt of the Supplier's valid tax invoice, or on the due date of the invoice, whichever is greater, in the amount stated in the payment schedule.

All payments are to be made by electronic funds transfer to a bank, building society or credit union account nominated by the Supplier. No payment is due to the Supplier until sufficient details of the nominated account are notified in writing to the Principal.

Payment is not evidence of the value of work, or that the work is satisfactory, or an admission of liability, but is payment on account only.

To the extent permitted by law, the State is not required to make any payment to the Supplier if the Supplier is in breach of this Contract.

If the invoiced cost to the Supplier of any item for which a prime cost amount is provided for in the Contract Sum exceeds or is less than the amount provided, the difference is to be added to or deducted from the Contract Sum as the case may require. Evidence of the actual cost of prime cost items is submitted with payment claims, as a condition precedent to payment for those items.

A prime cost refers only to the supply of materials, the price of which was not fixed by the Supplier as part of its quotation. It does not refer to the carrying out of the Works.

18.9 Site Possession

The Principal may direct the Supplier to remove a person (under the control of the Supplier) from the Site for failing to meet reasonable standards of conduct.

The Principal is to give the Supplier access to the Site to allow the Supplier to commence the Works by any commencement date specified in the Purchase Order. The Principal is not required to give the Supplier sole or uninterrupted possession of, or access to, the Site.

17.10 Site Cleaning

The Supplier must keep the Works and the Site clean and tidy and ensure that rubbish is removed from the Site regularly. The Supplier, on completion of the Works, must remove from the Site all construction plant, surplus materials, rubbish and temporary works of every kind. The Supplier must leave the Site, existing structures and areas adjacent in as good a state of repair as when the Works commenced.