



CONTRACT FOR SERVICES (NON-CONSTRUCTION)

THIS CONTRACT made on

.....

Between:

CITY OF PARRAMATTA COUNCIL
(ABN 49 907 174 773) of 126 Church Street,
Parramatta NSW 2150 (**Council**)

and

**THE SUPPLIER SPECIFIED IN THE
SCHEDULE (Supplier)**

1. Contract

This Contract:

- (a) records the binding agreement between the parties relating to the provision of the Services on the terms and conditions stated in this Contract;
- (b) states all the express terms of the Contract between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter; and
- (c) supersedes and replaces the terms contained in any purchase order, tax invoice or other document issued by either the Council or the Supplier in respect of the Services.

2. Delivery

- (a) The Supplier must:
 - (i) take all reasonable steps necessary to understand Council's requirements for the Services;
 - (ii) provide the Services to Council in accordance with the terms of the Contract;
 - (iii) commence the Services on the Commencement Date; and
 - (iv) complete the Services by the Completion Date.
- (b) If no Commencement Date or Completion Date is specified in the Schedule, the Services must be commenced and completed and the

Deliverables must be supplied within a reasonable time.

- (c) The Supplier must examine all information and documents provided by Council and must satisfy itself of their sufficiency for the purpose of satisfying its obligations under this Contract.

3. Price

- (a) Council must pay the Supplier the Price. Unless otherwise agreed by Council in writing, Council is not obliged to reimburse the Supplier or pay for any costs or expenses other than the Agreed Costs, if any, as specified in the Schedule. If requested by Council, the Supplier must provide Council with supporting documentation including invoices and receipts to verify that the Supplier incurred the Agreed Costs.
- (b) All consideration provided for a supply under this Contract is calculated inclusive of GST unless the contrary is clear. Where Council is required to reimburse an Agreed Cost, the amount payable by Council must exclude the amount of any input tax credit to which the Supplier is entitled as recipient of the item to which the Agreed Cost relates.
- (c) All invoices submitted by the Supplier must be tax invoices complying with *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended from time to time), must clearly and accurately itemise the amounts payable for each item supplied in Australian dollars and must identify the Services supplied and this Contract (including Contract number if any). Where the invoice includes a claim for reimbursement of an Agreed Cost, the invoice must identify that cost and the relevant provider and item supplied. The Supplier must promptly provide further details of invoices when requested by Council.
- (d) If Council requests, the Supplier must provide Council with a written statement in such form as is prescribed by law, to the effect that the Supplier has met all its obligations in respect of remuneration payable to its employees deployed by it in the performance of the Services, payroll tax in respect of wages paid or payable to those employees and worker's compensation premiums payable in respect of those employees.

- (e) The Supplier may only invoice Council for the Services at the times stated in the Schedule. Council shall pay all monies payable to the Supplier under this Contract within 20 Business Days of Council's receipt of a properly rendered invoice with the required supporting documentation, after setting off (if Council chooses to do so in its absolute discretion) any moneys due from the Supplier to Council pursuant to this Contract. Council is only obliged to pay for Services supplied in compliance with this Contract. Any payment by Council is made on account only and does not prevent Council from enforcing its rights and remedies under this Contract or under the law.

4. Term

This Contract continues until the Services have been completed, unless Council terminates it earlier for default or at convenience in accordance with this Contract.

5. Intellectual Property

The Supplier:

- (a) agrees that all Intellectual Property in all Deliverables created by or provided by the Supplier in the course of performing its obligations under this Contract shall be the sole property of Council and the Supplier hereby assigns to Council all such Intellectual Property;
- (b) warrants that if the Supplier engages a subcontractor to perform any of its obligations under this Contract (or assist it to do so), the Supplier has obtained a transfer of the Intellectual Property created by the subcontractor and warranties concerning Intellectual Property in the terms set out in this clause;
- (c) warrants that in performing its obligations under this Contract and in all submissions and proposals made by it to Council prior to this Contract, the Supplier (and any employee, agent or subcontractor engaged by it) has not and will not infringe the Intellectual Property rights of any third party;
- (d) warrants that use by Council of anything delivered by the Supplier to Council in the course of performing its obligations under this Contract will not infringe the Intellectual Property rights of any third party; and
- (e) must, at its own expense, do all things and execute all documents (including further transfers and assignments) necessary to give full effect to this clause.

6. Quality of Services

- (a) The Supplier represents and warrants to Council that:
 - (i) the Services will correspond to the description in, and requirements of, the Contract and conform to all samples and descriptions provided to Council by the Supplier;

- (ii) the Services must be performed with the degree of professional skill, care and diligence expected of a competent professional supplier experienced in carrying out the same services or services similar to the Services;
- (iii) the Services will be fit for the purpose for which they are intended;
- (iv) the Services are of the quality specified in the Contract, or if no quality is specified, such quality expected of a professional competent Supplier experienced in providing similar Services;
- (v) the Services comply with all applicable laws; and
- (vi) the Supplier is aware of the requirements of Council, concerning the nature and quality of the Services, the purpose for which the Services are required, and that Council is relying upon the Supplier's skill and judgement in provision of the Services.

- (b) Council may reject Services that are defective or do not comply with this Contract. The execution of a delivery document, receipt of the Services or payment of the Price does not constitute acceptance and will not prevent Council from exercising its rights and remedies under this Contract and under the law if the Services or Deliverables are defective or do not comply with this Contract.

7. Supplier's Warranties

The Supplier warrants that:

- (a) it has taken all corporate and other steps required to enter into this Contract and comply with its terms and will not, as a consequence of doing so, be in breach of any other agreement or legal obligation;
- (b) all information given and representations made to Council prior to this Contract and in any proposal or quote was true, correct and materially complete when given or made and remains so;
- (c) it has conducted its own analysis and review of information, if any, provided by Council, and has made all relevant enquiries and has satisfied itself as to the accuracy and completeness of all information upon which it places reliance;
- (d) it has all licences, authorisations, consents, approvals and permits required by applicable laws in order to perform its obligations under this Contract;
- (e) it has committed no act that would constitute a breach of the probity provisions of this Contract; and;
- (f) it has not entered and is not aware of any circumstances which could lead to it entering into liquidation, receivership, administration or entering any other form of administration in insolvency.

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8. Non-exclusive Contract

Council's engagement of the Supplier is non-exclusive and Council may itself perform, or contract with any third party to provide services similar to the Services.

9. Supplier to consult, comply with Council's Directions

- (a) The Supplier must meet with and consult with Council as required by Council and as may be necessary or desirable to ensure that the Services are supplied in accordance with this Contract. The Supplier must take all steps necessary to clarify and confirm Council's requirements for the Services.
- (b) The Supplier must comply with Council's directions and instructions in the performance of the Services. If required by Council, the Supplier must co-operate with other consultants and suppliers engaged by Council.

10. Resources

- (a) The Supplier must supply all tools, facilities, personal protection equipment, materials and other resources necessary to perform the Services and must ensure that all such resources are appropriate for performing them.
- (b) The Supplier must ensure that all Personnel deployed to perform the Services (including personnel of any subcontractor) are competent and professional and have appropriate qualifications and experience to perform the Services.
- (c) If Council requests that the Services be performed by specified Personnel, the Supplier must ensure that the Services are performed by those persons. Council may (without giving reasons) require the Supplier to withdraw nominated individuals from performing the Services and the Supplier must promptly comply and substitute an appropriate person.

11. Meetings and Reports

The parties shall meet as required by Council to discuss issues arising in relation to the Services. The Supplier must promptly provide Council with all information Council may request from time to time concerning the subject matter of this Contract. The Supplier must provide the reports (if any) detailed in the Schedule.

12. Indemnity and Insurance

- (a) The Supplier must indemnify Council against all Claims founded on any cause of action, in respect of any personal injury (including death) to any person, loss or damage of any kind suffered by any person and caused directly or indirectly by the Supplier's negligence, breach of contract, breach of law, or any defect or error in the Services. This indemnity is not the sole remedy of Council and Council may, at its option,

in addition or in the alternative, pursue remedies under the law.

- (b) The Supplier must (at its cost) establish and maintain a:
 - (i) public and product liability insurance policy for an amount of not less than \$20 million for any one occurrence from the date of this Contract until completion of the Services;
 - (ii) professional indemnity insurance for an amount not less than \$10 million, which must be maintained until 7 years following the earlier of the termination of this Contract or the completion of the Services;
 - (iii) workers' compensation insurance, if required by law, in accordance with applicable law for all employees; and
 - (iv) such other insurances as are agreed between the parties in writing.
- (c) The Supplier must give Council evidence in the form of certificates of currency that the insurance policies required under this clause have been established and maintained in accordance with this Contract.
- (d) The insurance required by this clause 12 must cover Council's and the Supplier's respective rights, interests and liabilities to third parties, including the liability of the Supplier to Council.
- (e) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Contract. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

13. No Assignment or Novation

The Supplier must not assign or novate any part of this Agreement without Council's prior written consent.

14. Subcontracting

- (a) The Supplier must not subcontract the whole or any substantial part of its obligations under this Contract without Council's prior written consent.
- (b) The Supplier is liable for any act or omission, default or negligence of any subcontractor or any employee or agent of the subcontractor as if it were the act, omission, default or negligence of the Supplier.
- (c) The Supplier must indemnify Council for all loss and any claims against Council arising from the act or omission of any subcontractor.
- (d) The Supplier is responsible for paying all monies payable to subcontractors and the Supplier must indemnify Council against any claim by a subcontractor for any such monies.

15. Defect correction and Supplier warranties

- (a) At no cost to Council, the Supplier must promptly replace or rectify all defects or errors in the Services and any Deliverables provided in connection with the Services of which it becomes aware.
- (b) If the Supplier fails to correct any defect or error within the time required by Council, Council may

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rectify the defect or error itself or engage a third party to do so and any costs incurred will be a debt due and immediately payable by the Supplier to Council.

- (c) This obligation survives termination and expiry of this Contract and the Supplier's compliance with this clause does not prevent Council from exercising its other rights and remedies under this Contract or under the law. All warranties given by the Supplier are given separately and in addition to (and not instead of) the obligations of the Supplier under this Contract, including this clause.

16. Variations

Any variations to this Contract or to the Services must be agreed in writing and signed by both Council and the Supplier. Unless the variation agreement expressly varies the Price, the Price is not varied.

17. Keeping Records

The Supplier must:

- (a) prepare and maintain accurate and proper records and accounts to document the provision of the Services and all transactions conducted pursuant to this Contract;
- (b) retain all records for a period of at least 7 years after the expiry or termination of this Contract; and
- (c) must at no cost to Council give Council access to and copies of any such records within 7 days of a request by Council.

18. Audits and inspections

The Supplier must during the term of this Contract and for a period of 7 years after termination of this Contract, allow Council and its internal and external auditors, inspectors, quality assessors, regulators and contractors access to all premises, Personnel, records and materials relating to this Contract for the purposes of performing audits and inspections.

19. Security

The Supplier must take all necessary and prudent steps to ensure that all property of Council in the possession of the Supplier is secure from unauthorised access.

20. Transition

On termination of this Contract for any reason, and at no additional cost to Council, the Supplier must do all things reasonably necessary and required by Council to facilitate an effective and timely transition to a service supplied by an alternative supplier.

21. Confidentiality, Publicity and Privacy

The Supplier must:

- (a) not disclose to a third party without Council's prior written consent (which will not be withheld if the disclosure is otherwise required by law), any confidential information of Council;
- (b) take all precautions necessary to maintain secrecy and confidentiality and prevent disclosure of Council's confidential information;
- (c) not issue any press release or otherwise publish any statement or information concerning the subject matter of this Contract without the prior written consent of Council;
- (d) comply with all privacy laws, as amended from time to time; and
- (e) not transfer any of Council's Data to any person (including itself) outside of Australia without Council's prior written consent.

22. Safety

- (a) In performing the Services, the Supplier must comply with all applicable law and codes of practice relating to the environment, work health and safety and all relevant Australian Standards.
- (b) The Supplier must ensure that (subject to written advice, warnings or instructions that the Supplier may give to Council at the time of supply) the Services and their manner of supply does not put the health and safety of any person at risk.
- (c) The Supplier must comply promptly with all directions given by Council concerning matters of health and safety.

23. Suspension of Services

- (a) Council may in its discretion immediately suspend the performance of any or all of the Services at any time at its convenience by giving written notice to the Supplier (whether or not the Supplier has committed default under this Contract or otherwise).
- (b) On receipt of a notice of suspension, the Supplier must immediately stop work as specified in the notice.
- (c) If Council suspends the Services under this clause, then provided that the Services have been delivered as required under this Contract, Council must pay all the portion of the Price due and payable for Services rendered before the effective date of suspension and Council must pay the Supplier's reasonable costs actually incurred and directly attributable to the suspension.
- (d) Council is not required to compensate the Supplier for loss of revenue or profit.
- (e) Council may at any time give the Supplier a notice requiring the Supplier to resume performing the suspended Services and the Supplier must resume performing those Service as soon as practicable.

24. Step-in rights

If, in the opinion of Council, the Supplier breaches this Contract, Council may, at its option, step in and take control of the whole or any part of the Services and, in doing so, may take any action as is reasonably necessary to restore the Services and any project to

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which they relate. In exercising its rights under this clause, Council may engage a third party to provide all or any part of the Services. Exercise of its rights under this clause does not prevent Council from exercising its other rights and remedies under this Contract or under the law. The Supplier is not entitled to be paid the Price for any Services over which Council has taken control under this clause.

25. Termination

- (a) Council may terminate the Contract by written notice to the Supplier:
 - (i) if the Supplier breaches a term of the Contract and fails to remedy the breach within 5 days of the receipt by it of a notice from Council specifying the breach and requiring the Supplier to remedy it;
 - (ii) if Council is of the reasonable opinion that the Supplier is unable or unwilling to comply with its obligations under the Contract;
 - (iii) if the Supplier is unable to pay its debts when they become due or becomes bankrupt or makes an assignment of the Supplier's estate for the benefit of his creditors or makes a composition or other arrangement with his creditors or if, being a company, the Supplier goes into liquidation whether voluntary or compulsory (except for the purposes of reconstruction) or has a receiver appointed over all or any of its assets or if any person or corporation goes into possession of or appoints an agent overall of any of the assets of the Supplier;
 - (iv) if the Supplier breaches or has breached any of the provisions of clause 26 (Probity Matters) of this Contract; or
 - (v) in response to a finding of serious wrongdoing or other misconduct involving the Supplier or an individual providing Services under this Contract.
- (b) Termination of the Contract pursuant to this clause shall be without prejudice to the rights of either party accruing before termination.
- (c) The Supplier will be liable to Council for any loss whether direct, consequential, economic or otherwise suffered by Council and arising out of or in connection with such termination or prior breach.
- (d) Council will not be liable to the Supplier for any loss, whether direct, indirect, consequential, economic or otherwise, suffered by the Supplier and arising out of or in connection with termination of the Contract.
- (e) If Council terminates this Contract for any reason, Council may at its option disqualify the Supplier from future procurement projects and tenders. Termination does not prevent Council from exercising its other enforcement rights under this Contract or under the law.
- (f) Despite anything else in this Agreement, Council may at any time terminate this Agreement (without any of the events stated in this clause 25 having occurred) by giving the Supplier a notice that specifies a termination date being no

earlier than 28 days after the date on which such notice is given to the Supplier.

- (g) If this Contract is terminated in accordance with this clause 25, without limiting any other rights or remedies of Council under this Contract or otherwise:
 - (i) Council will not be required to make any payment in respect of the Services not yet supplied on the effective date of termination;
 - (ii) Council may recover from the Supplier all money paid for any Services, or part of any Services, not yet supplied; and
 - (iii) the Supplier must take all steps reasonably necessary to minimise any loss as a result of the termination of this Contract.

26. Probity Matters

- (a) The Supplier must:
 - (i) acquaint itself and comply at all times with Council's codes of conduct as published from time to time on Council's website at <http://www.cityofparramatta.nsw.gov.au>, insofar as they are relevant and apply to this Contract;
 - (ii) not permit to arise any conflict of interest in the performance of its obligations under this Contract;
 - (iii) not engage in corrupt practices such as bribes or other inducements to Council's staff or advisers or any conduct whose purpose or effect is to create (or create the appearance of) an unfair advantage; and
 - (iv) not engage in any collusive or anti-competitive conduct with any other supplier.
- (b) If the Supplier breaches any of the provisions of this clause, including any warranty, Council may, at its option:
 - (i) suspend this Contract pending further investigation;
 - (ii) terminate this Contract;
 - (iii) withhold payment of monies payable to the Supplier; and/or
 - (iv) recover compensation or exercise or enforce any other remedy available under the law.

27. Modern Slavery

27.1 Definitions

In this clause 27 (Modern Slavery):

"Anti-slavery Commissioner" means the Anti-slavery Commissioner appointed under the *Modern Slavery Act 2018* (NSW).

"Information" may include (as applicable) information as to any risks of, actual or suspected occurrences of, and remedial action taken in respect of, Modern Slavery but excludes "personal information" as defined in the *Privacy and Personal Information Protection Act 1998* (NSW) or information which tends to identify individuals.

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“Modern Slavery” has the same meaning as in the Modern Slavery Laws and includes slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage and the exploitation of children.

“Modern Slavery Laws” means, as applicable, the *Modern Slavery Act 2018* (NSW) and the *Modern Slavery Act 2018* (Cth).

“Modern Slavery Offence” has the same meaning as in the *Modern Slavery Act 2018* (NSW).

“Modern Slavery Statement” means a modern slavery statement as required or volunteered under the *Modern Slavery Act 2018* (Cth).

27.2 Compliance

The Supplier warrants that, as at the date of its execution of this Contract, neither the Supplier, any entity that it owns or controls or, to the best of its knowledge, any subcontractor of the Supplier, has been convicted of a Modern Slavery Offence.

27.3 Information

27.3.1 The Supplier must:

(a) subject to any restrictions under any applicable laws by which it is bound, provide to the Council, within 30 days of a request by the Council, any Information and other assistance, as reasonably requested by the Council, to enable the Council to meet its obligations under the *Modern Slavery Act 2018* (NSW) and associated regulatory requirements (for example, annual reporting requirements and NSW Procurement Board directions), including cooperating in any Modern Slavery audit undertaken by the Council (including by a third party on behalf of the Council) or the NSW Audit Office, providing reasonable access to the Council’s/Audit Office’s auditors to interview the Supplier’s staff and, so far as these matters are known to the Supplier, disclosing the source, place and country of origin of goods and services being supplied;

(b) within 7 days of providing a Modern Slavery Statement to the Commonwealth, provide a copy of that Modern Slavery Statement to the Council; and

(c) notify the Council in writing as soon as it becomes aware of either or both of the following:

- (i) a material change to any of the Information it has provided to the Council in relation to Modern Slavery; and
- (ii) any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or those of any entity that it owns or controls).

27.3.2 The Supplier may provide any Information or report requested by the Council in the form of a previously-prepared statement or re-purposed report, for example a statement provided in response to a similar request for information from another Australian public sector agency, or refer the Council to its publicly available Modern Slavery Statement, provided that such statement or report provides generally the same Information as that sought by the Council.

27.3.3 The Supplier must, during the term of this Contract and for a further period of seven (7) years:

- (a) maintain; and
- (b) upon the Council’s reasonable request, give the Council access to, and/or copies of,

a complete set of records in the possession or control of the Supplier to trace, so far as practicable, the supply chain of all goods and services provided under this Contract and to enable the Council to assess the Supplier’s compliance with this clause 27 (Modern Slavery).

27.4 Modern Slavery due diligence

The Supplier must take reasonable steps to ensure that:

(a) Modern Slavery is not occurring in the operations and supply chains of the Supplier and any entity that it owns or controls; and

(b) it does not use, nor procure, any goods, plant, equipment or other materials and work or services that are the product of Modern Slavery.

27.5 Subcontractors

The Supplier must take reasonable steps to ensure that all subcontracts of the whole or part of this Contract contain Modern Slavery provisions that are reasonably consistent with the provisions in this clause 27 (Modern Slavery), having regard to the nature of the procurement.

27.6 Response to Modern Slavery incident

27.6.1 If the Supplier becomes aware of any actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls), the Supplier must take reasonable steps to respond to and address the occurrence in accordance with any internal Modern Slavery strategy and procedures of the Supplier and any relevant Code of Practice/Conduct or

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other guidance issued by the Anti-slavery Commissioner or (if the Council notifies the Supplier that it requires the Supplier to comply with the relevant NSW Procurement Board Code/guidance) by the NSW Procurement Board.

27.6.2 Any action taken by the Supplier under clause 27.6.1 will not affect any rights of the Council under this Contract, including its rights under clause 27.7 (Termination on ground of Modern Slavery).

27.7 Termination on ground of Modern Slavery

In addition to any other right or remedy of the Council under this Contract or at law, including rights of termination, or rights to damages, the Council may, in its sole discretion, terminate this Contract, upon written notice, with immediate effect and without any requirement to pay compensation in respect of such termination (other than payment for work performed by the Supplier under this Contract and unpaid up until the date of termination), on any one or more of the following grounds:

- (a) The Supplier has failed to disclose to the Council, prior to execution of this Contract, that the Supplier, or any entity owned or controlled by the Supplier, has been convicted of a Modern Slavery Offence;
- (b) The Supplier, or any entity owned or controlled by the Supplier, is convicted of a Modern Slavery Offence during the term of this Contract;
- (c) In the Council's reasonable view, the Supplier has failed to notify the Council as soon as it became aware of an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls);
- (d) In the Council's reasonable view, the Supplier has failed to take reasonable steps to respond to and address an actual or suspected occurrence of Modern Slavery in its operations or supply chains (or in those of any entity that it owns or controls); or
- (e) In the Council's reasonable view, the Supplier has otherwise committed a substantial breach (including multiple minor (non-trivial) breaches) of clause 27.2 (Compliance) or clause 27.3 (Information).

28. Public Interest Disclosures

- (a) Subject to clauses 33(j)-(k), this clause 28 applies where the Supplier is contracted to provide Services on behalf of Council.
- (b) In this clause 28 (Public Interest Disclosures), words and expressions:
 - (i) which are not defined in this Contract, but which have a defined meaning in the PID Act, have the same meaning as in the PID Act; and
 - (ii) which are defined in this Contract but, by such a definition, are given a different meaning in other clauses of this Contract to the meaning given in the PID Act, take the same meaning as in the PID Act in this clause.
- (c) The Supplier must ensure that all individuals involved in providing Services under this Contract are made aware of the following:
 - (i) that those individuals are public officials for the purposes of the PID Act;
 - (ii) how to make a voluntary public interest disclosure;
 - (iii) [Council's Public Interest Disclosure Policy](#); and
 - (iv) the fact that a person who is dissatisfied with the way in which a voluntary public interest disclosure has been dealt with may be entitled to take further action under the PID Act or another Act or law.
- (d) The Supplier must notify Council in writing as soon as practicable of a voluntary public interest disclosure of which the Supplier becomes aware, where either:
 - (i) the disclosure relates to Council; or
 - (ii) the maker of the disclosure is known to be a public official associated with Council.

Note: Section 20 of the PID Act (Key terms – relationships) contains definitions of 'relates to' and 'associated with'.
- (e) The Supplier must notify Council in writing as soon as practicable of serious wrongdoing committed, or alleged to be committed, by an individual providing Services under this Contract.
- (f) The Supplier must use its best endeavours to assist in an investigation of serious wrongdoing if requested to do so by a person dealing with a voluntary public disclosure on behalf of Council or any other agency (as defined in the PID Act).
- (g) The Supplier acknowledges that:
 - (i) Council has an obligation to take corrective action under section 66 of the PID Act; and
 - (ii) Council has a right to terminate the Contract in response to a finding of serious wrongdoing or other misconduct involving the Supplier or an individual providing Services under this Contract.

Note: The Supplier's attention is drawn to the potential for corrective actions that might affect a Supplier under section 66 of the PID Act.
- (h) The Supplier will indemnify Council in relation to any payment of compensation by Council under section 66 of the PID Act, arising from or in connection with any serious wrongdoing or other

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misconduct involving the Supplier or an individual providing Services under this Contract.

- (i) Subject to clause 14, if the Supplier subcontracts the Contract in whole or in part, the Supplier must ensure that the subcontract contains terms binding the person or body engaged under the subcontract that are equivalent to the terms binding the Supplier in this clause 28 (Public Interest Disclosures).
- (j) The parties acknowledge that the regulations made under the PID Act may make further provision about terms that must, or must not, be included in an agency service contract or a class of agency service contracts.

29. Civil Liability

The parties agree that:

- (a) Part 4 of the *Civil Liability Act 2002* (NSW) does not apply; and
- (b) their rights, obligations and liabilities will be those which would exist if Part 4 of the *Civil Liability Act 2002* (NSW) did not apply.

30. Dispute Resolution

- (a) If a dispute arises between the parties about this Contract (**dispute**) then the party who raises the dispute must tell the other party about the dispute in writing.
- (b) The parties must meet and take all reasonable steps to resolve such dispute by negotiation within 10 Business Days of notice under clause 30(a).
- (c) If the dispute is not resolved under clause 30(b), then the dispute must be referred to mediation before the commencement of any legal proceedings about the dispute.
- (d) If there is a dispute, the parties must continue to perform their obligations under this Contract.
- (e) Nothing in this clause 30 prevents either party from seeking urgent interim or interlocutory relief.

31. Notices

- (a) A party giving notice or notifying under this Contract must do so in English and in writing or by Electronic Communication:
 - (i) directed to the other parties' representative and contact details (as set out in the Schedule and as varied by any notice); and
 - (ii) hand delivered or sent by prepaid post or Electronic Communication to that address.
- (b) A notice given in accordance with clause 31(a) takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, on the third Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
 - (iii) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 2000* (NSW),

but if the delivery, receipt or transmission is not on a Business Day or is after 4.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

32. Government Information (Public Access) Act

In accordance with section 121 of the *Government Information (Public Access) Act 2009*, the Supplier agrees to provide Council with immediate access to the following:

- (a) information that relates directly to the performance of the Services by the Supplier;
- (b) information collected by the Supplier from members of the public to whom it provides or offers to provide, the Services; and
- (c) information received by the Supplier from Council to enable it to provide the Services.

33. General / Miscellaneous

- (a) This Contract may be executed in any number of counterparts all of which taken together constitute one instrument.
- (b) This Contract is governed by the law in force in New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Contract.
- (c) Every phrase, sentence, paragraph and clause in this Contract is severable the one from the other notwithstanding the manner in which they may be linked together or grouped grammatically and if any phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason whatsoever the remaining phrases, sentences, paragraphs or clauses as the case may be, shall be of full force and effect and continue to be of full force and effect.
- (d) No party will be deemed to have waived any right or remedy under this Contract unless that party has done so by written notice to the other party.
- (e) A variation of any term of this Contract must be in writing and signed by the parties.
- (f) Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this Contract and the transactions contemplated by it.
- (g) Any clause within this Contract which by its nature should survive termination of this Contract will survive termination of this Contract.
- (h) An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually.
- (i) An agreement, representations or warranty by two or more persons binds them jointly and each of them individually.
- (j) The Supplier is engaged as an independent contractor of Council and nothing in this Contract:
 - (i) constitutes the parties as principal and agent, partners, joint venturers, or employer and employee; or
 - (ii) gives a party authority to bind any other party in any way.

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- (k) The Supplier must not (and must ensure that its Personnel do not) represent to any person that they are employees, agents, joint venturers, or partners of Council.
- (l) Unless expressly required by the terms of this Contract, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this Contract.
- (m) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this Contract. Any conditions must be complied with by the party relying on the consent, approval or waiver.
- (n) Nothing in this Contract in any way restricts or otherwise affects the unfettered discretion of Council in the exercise of its statutory powers as a governmental agency. In the event of any conflict between the unfettered discretion of Council in the exercise of its statutory powers as a governmental agency and the performance of obligations under this Contract, the former prevails.
- (o) In this Contract, a reference to statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (p) Persons signing this document on behalf of the Supplier personally warrant that they have the authority to do so.
- (q) References to the parties include their successor and permitted assigns. A reference to a person includes corporations and any other legal entity.

34. Definitions

In this Contract:

Agreed Cost means the agreed cost identified in the Schedule (if any) and any other costs agreed by Council in writing.

Business Day means a day on which banks are open for business in Sydney excluding a Saturday, Sunday or public holiday.

Claim means any claim, allegation, debt, cause of action, demand, remedy, suit, injury, damage, loss, cost, charge, expense, liability, action, proceeding and

right of action of any nature howsoever arising and whether present, future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Contract means this document and the Schedule.

Council's Data means any data belonging to Council, its customers or suppliers (other than the Supplier).

Deliverables mean all advice, reports, documents, specifications, data, and other things to be delivered by the Supplier in accordance with this Contract.

Electronic Communication has the same meaning as in the *Electronic Transactions Act 2000* (NSW).

Intellectual Property means all forms of intellectual property throughout the world including patents, petty patents, innovation patents, patentable inventions, know-how, trade marks (whether registered or unregistered), copyright, registered and registrable designs, business or company names, circuit layout rights, applications for registration of any of the foregoing and rights to apply for registration of any of the foregoing, whether created before or after the Commencement Date in Australia or elsewhere.

Law or law includes all statutes, regulations, by-laws, ordinances, rules, approvals, certificates, consents, orders, and other delegated legislation, and any rule of common law or equity, from time to time. Law will also be deemed to extend to a law amending, consolidating, or replacing that law, from time to time.

Personnel means any employees, secondees, agents, consultants, or contractors of the Supplier.

PID Act means the *Public Interest Disclosures Act 2022* (NSW).

Price means the amount stated in the Schedule, inclusive of the cost of delivery and any other on costs, but exclusive of GST.

Schedule means the schedule to this Contract appearing at the end of this document.

Services means all Services described in Attachment A.

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DATED:

EXECUTED AS AN AGREEMENT

Signed for and on behalf of **CITY OF**)
PARRAMATTA COUNCIL by its)
authorised officer in the presence of:)

.....
...
Signature of witness

.....
.....
Signature of authorised officer

.....
...
Name of witness

.....
.....
Name of authorised officer

.....
.....
Position of authorised officer

If the Supplier is a company (delete if not applicable):

Signed by the **SUPPLIER** in accordance with
section 127 of the *Corporations Act 2001*
(Cth):

Signature of director / secretary

Signature of director

Name of director / secretary

Name of director

If the Supplier is a government agency (delete if not applicable):

Signed for and on behalf of the **SUPPLIER** by
its authorised officer in the presence of:

Signature of witness

Signature of authorised officer

Name of witness

Name of authorised officer

Address of witness

Position of authorised officer

If the Supplier is an individual (delete if not applicable):

Signed by the **SUPPLIER** in the presence of: _____

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Signature of witness

Name of witness

Address of witness

Signature of Supplier

Name of Supplier

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SCHEDULE

Council	
Name:	City of Parramatta Council
ABN:	49 907 174 773
Address:	126 Church Street , Parramatta NSW 2150
Phone:	[insert]
Email:	[insert]
Contact Person:	[insert]

Supplier	
Name:	[insert]
ABN:	[insert]
Address:	[insert]
Phone:	[insert]
Email:	[insert]
Contact Person:	[insert]

Services	
Description of Services	The Supplier will provide the services described in Attachment A.
Commencement Date	[insert]
Completion Date	[insert]

Payment Details (Clause 3)	
Price	[\$insert] (excluding GST)
Agreed Costs to be paid by Council (if any)	Nil.
Time for submitting invoices	If nothing stated, upon satisfactory completion of the Services.

ATTACHMENT A

DESCRIPTION OF THE SERVICES

[Insert a detailed and exhaustive description of all of the services that the Supplier will be required to provide to Council, including any Deliverables.]

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