

# Australian Turf Club

ROYAL  
RANDWICK

ROSEHILL  
GARDENS

CANTERBURY  
PARK

WARWICK  
FARM

## **General Conditions of Contract for the Supply of Goods and Services**

**1. Contract Formation:** If the Australian Turf Club (ATC) issues a Purchase Order under the General Conditions and the Contractor does not within 7 days of the issue of the Purchase Order notify the ATC of its non- acceptance, then the Contractor will be deemed to have accepted the General Conditions, and a legally binding Contract will be formed upon the expiration of the 7 days. The Contractor will also be deemed to have accepted the General Conditions upon delivery of the Goods or Services and a legally binding contract will be formed on that date. Any alternative terms and conditions by the Contractor will be of no effect. The Contract consists of:

ÉThe Purchase Order;

ÉThe General Conditions; and

ÉAny special conditions issued and attached by the ATC.

In the event of any inconsistency between the General Conditions and any Special Conditions, the Special Conditions shall prevail.

**2. Existing Contracts:** If the Purchase Order is issued under the terms of an existing contract, the terms of that existing contract shall prevail. Any Special Conditions issued by the ATC shall take precedence over an existing contract.

**3. Changes to the Contract:** Changes to the Contract must be in writing and signed by both parties.

**4. Supply out of Contract:** The Contractor shall not supply any goods or services to the ATC (or any of its representatives) that have not been included on a valid Purchase Order. Provision of goods or services in such a manner waives the Contractors right to payment or compensation of any kind for these goods or services.

**5. Price Basis:** The Contract price is firm and must include customs duty (unless specifically exempt), packaging, marking, handling, freight and delivery, insurance, Goods and Services Tax (GST) (if applicable), and any other applicable costs and charges.

**6. Invoices and Payment of Accounts:** The ATC standard terms of payment are 30 days from acceptance of the Goods or Services or receipt of a correctly rendered invoice, whichever is the latter. This may be varied where the ATC accepts a discount offered by the Contractor for earlier payment, or where payment by Credit Card is offered by the ATC and preferred by the Contractor. The Contractor must issue the ATC with a valid tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act). The invoice must include the Purchase Order number and the name and phone number of the Contact Person. Satisfactory evidence that the Goods or Services listed in the invoice have been accepted by the ATC must be available on request. The ATC is entitled to set-off any amounts it is legally entitled to recover from the Contractor under the Contract or at law against any amounts due by the ATC to the Contractor with 10 business days notice and the exercise of such rights will be without prejudice to any other rights or remedies available to the ATC under the Contract or otherwise.

**7. Performance of the Contract:** The Contractor must deliver the Goods and/or provide the Services at the time and place specified in the Contract unless otherwise agreed and in accordance with all laws and in a manner which will not cause the ATC to contravene any law. The Contractor must ensure that the Goods and Services comply with these General Conditions and any Special Conditions attached by the ATC and that the Contractor and its personnel comply with all applicable ATC policies and ATC's reasonable directions. If the Goods are damaged, faulty or do not fully comply with this Contract, the ATC may, by notice, require the Contractor to make good or replace the Goods at no additional cost to the ATC, including removal and incidental costs. The Contractor has 30 days from the date of the notice to comply. If there is a defect in performance of the Services or they are incomplete, the ATC may, by notice, require the Contractor to remedy the defect in performance, complete the Services, or re-do the Services at no additional cost to the ATC. The Contractor has 30 days from the date of the notice to comply.

**8. Warranties:** The Contractor warrants that all Goods will be new and comply with the highest relevant commercially accepted standards and be fit for purpose unless varied by a Special Condition. The Contractor warrants that it will render the Services with due skill and care, and that materials supplied in connection with the Services will be fit for purpose. The warranty commences on the day of delivery or acceptance of Goods and Services, whichever occurs last. It shall be valid for 90 days or the length of the Contractor or Manufacturer's standard warranty period, whichever is the longer. The conditions and period for completing warranty work are the same as for the remedial work in Clause 7.

**9. Installation:** Contractors engaged to supply and install new equipment are liable to confirm that the equipment will be able to be delivered to the installation location, taking into consideration access and egress constraints. They are also liable at time of quotation to confirm that the equipment will be compatible with the existing mechanical and electrical infrastructure. If changes are required the Contractor is responsible for notifying the Building Services Manager to confirm that the ATC is aware that modifications to infrastructure will be required in order to operate the equipment. The Contractor shall also clearly outline what the required modifications are.

**10. Insurance:** The Contractor must maintain at its own expense comprehensive insurance in respect of the supply of goods or services (including workers compensation, professional indemnity, public liability and any other insurance specified by the ATC) and must cover the ATC (including the ATC being stated as an interested party), the Contractor and all persons employed or engaged by the Contractor from time to time in relation to the supply of goods or services for their respective interests and must provide copies of certificates of currency or terms when requested by the ATC.

**11. Termination:** The ATC may terminate the Contract in whole or in part when the Contractor: has not remedied a breach within the time specified in the notice of breach; becomes bankrupt or insolvent; or is unable to complete the Contract.

**12. Inspection and Quality Assurance:** The ATC may perform quality inspections of the completed Goods and Services before acceptance.

**13. ATC Access:** The Contractor must provide any authorised ATC representatives with full and free access to its premises and work areas, and all documentation appropriate to assess compliance with this Contract. The Contractor must, at its own expense provide all reasonable facilities and assistance that the ATC representatives may require for the purposes of this clause. The identification and classification of in-confidence information will be determined on a case-by-case basis, by agreement between the ATC and the Contractor.

**14. Assignment/Subcontracting:** The Contractor must obtain the prior written approval of the ATC to assign or subcontract the Contract or any part thereof. Approval to assign or subcontract shall not relieve the Contractor from any of its obligations under the Contract, or impose any liability upon the ATC to an assignee or a subcontractor.

**15. Title, Acceptance and Risk:** Title to the Goods vests in the ATC on acceptance by the ATC. The risk of any loss or damage to the Goods remains with the Contractor until delivery to the ATC in accordance with the Contract.

**16. Notices:** All notices, requests, variations, and other correspondence by either party are to be communicated promptly to the Contact Officer. The Contact Officer can, if deemed necessary, request this communication be provided in writing.

**17. Liability:** The liability of a party to the other party for breach of this Contract, or in tort, or for any other common law or statutory cause of action arising out of the operation of the Contract, shall be determined under the relevant law in Australia that is recognised and would be applied by the High Court of Australia.

**18. Indemnity:** The Contractor must indemnify the ATC its employees and representatives against any liability, loss, damage costs (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis) and expenses arising out of a default or unlawful or negligent act or omission on the part of the Contractor, its employees, agents or subcontractors.

**19. Waiver:** Failure by either party to enforce a term of the Contract shall not be construed as in any way affecting the enforceability of that term in any other instance, or the enforceability of the Contract as a whole.

**20. Applicable Law:** This Contract shall be governed by and construed in accordance with the law applicable in the State of New South Wales.