**TERMS**

1. **Definitions**

The following terms will, if not inconsistent with the context, have the meanings indicated:

**Intellectual Property** means any and all technology and information existing at the date of this Purchase Order which relates to the Services including but not limited to:

 (a) any confidential information, copyright, patent and trademarks, and includes any right to apply for registration of these intellectual property rights; and

 (b) any processes, formulae, designs, reports, drawings, specifications, software, blue-prints, patent applications, know-how and research data.

**Purchase Order** means the Purchase Order including these Terms.

**Services** means the services described in this Purchase Order.

**Supplier** means the party described as such in this Purchase Order.

**Goods** means the goods described in this Purchase Order.

1. **Completion**

The Supplier must complete the Services or supply the Goods on or before the required delivery date in accordance with this Purchase Order.

1. **Warranties**

In addition to other warranties in this Purchase Order and implied by law, it is a

condition of LCHS in the purchase of Goods or Services, that:

 3.1 the Goods and Services will be supplied with all due care;

 3.2 the Supplier has the qualifications, experience and expertise as represented to LCHS;

 3.3 the Supplier has no conflict of interest in supplying the Services;

 3.4 the Services will conform to the reasonable requirements of LCHS;

3.5 the supplier acknowledges that LCHS are acting solely as a booking agent for the person named in the order as the recipient of the accommodation;

3.6 the supplier acknowledges that LCHS are not responsible for any costs above those stated in the purchase order;

 3.7 the Goods will be new, unless agreed otherwise;

 3.8 the Goods will be fit for the purpose for which items of the same kind are

 commonly supplied;

 3.9 the Goods are merchantable quality and free from defects; and

 3.10 the supplier is capable of passing title in the Goods free of encumbrances and all other adverse interests at the time they are supplied to LCHS.

**4. Particular Obligations**

The Supplier agrees that, in supplying the Goods and/or Services, will comply with:

 4.1 the provisions of the Health Records Act 2001, as if that Act applied to it; and

 4.2 the provisions of the Privacy Act 1988, and keep confidential all information and materials provided to it by LCHS, and not disclose any information or material to a third party without the written consent of LCHS.

**5. Variation or Termination**

 5.1 LCHS may, at any time, by giving written notice to the Supplier, terminate this Purchase Order and the Supplier must on receipt of such notice immediately cease all work in connection with the supply of the goods and services and take all appropriate action to mitigate any loss or prevent further costs being incurred.

 5.2 LCHS may at any time give written notice to the Supplier proposing a variation to the scope of the Services and to the quantity of Goods. The Supplier must, as soon as possible, or in any event within 7 days, provide a written proposal as to the varied purchase price that will apply for the provision of the varied Goods or Services. LCHS may accept the varied purchase price proposal within 7 days of receipt from the Supplier, but in the absence of such acceptance this Purchase Order will continue as if no proposal under this sub-clause had been made.

**6. Status of Services**

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

**7. Confidentiality**

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

**8. Intellectual Property**

**8.1 Warranty by Supplier**

The Supplier warrants that it is entitled to use any Intellectual Property which may be used by it in connection with the supply of the Services.

**8.2 Material Created**

The ownership of all Intellectual Property created as a result of the supply of the Services will vest in LCHS. The Supplier assigns ownership of all such Intellectual Property rights to LCHS and will ensure that its employees, subcontractors and agents execute all documents necessary to assign to LCHS all such rights.

**8.3 Indemnity**

The Supplier indemnifies and will at all times keep LCHS indemnified against any action, claim, suit or demand, including an action, claim, suit or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the supply of the Services.

**9. Rejection of Services**

LCHS may reject any of the Goods and/or Services which do not comply in all respects with this Purchase Order. LCHS is not required to make payment for any rejected Goods or Service.

**10. Payment**

If the Supplier complies with its obligations under this Purchase Order, LCHS must

pay the purchase price to the Supplier within 30 days from the receipt of the valid

invoice or unless mutually agreed otherwise and stated in this Purchase Order.

**11. Goods and Services Tax (GST)**

The purchase price is inclusive of GST. Where LCHS is required to pay the Supplier any amount under this Purchase Order on account of GST, the amount representing GST will only be payable by LCHS to the Supplier where the Supplier supplies to LCHS a tax invoice for GST purposes, in a form approved by LCHS.

**12. Default by Supplier**

 12.1 If the Supplier defaults in the performance or observance of any obligation it has under this Purchase Order, LCHS may give notice to the Supplier specifying the default and requiring that such default be remedied within 14 days.

 12.2 If, within 14 days after receipt of the notice, the Supplier fails to remedy the default, to the satisfaction of LCHS, LCHS (without prejudice to any other rights that it may have under this Purchase Order or at common law against the Supplier) may:

 12.2.1 suspend payment under this Purchase Order; or

 12.2.2 terminate this Purchase Order and any other purchase order between the parties.

**13. Insolvency of Supplier**

If the Supplier:

 13.1 being a person, commits any act of bankruptcy; or

 13.2 being a company, commits any act of insolvency, LCHS may terminate this Purchase Order immediately.

**14. Sub-Contracting and Assignment**

The Supplier must not, except with the written consent of LCHS, sub-contract or assign the whole or any portion of its rights and obligations under this Purchase Order, and no sub-contractors or assignees will have any rights under this Purchase Order against LCHS or be entitled to receive any payments under this Purchase Order from LCHS. Where LCHS gives its consent to the Supplier in accordance with this sub-clause, the Supplier remains fully responsible for performance under this Purchase Order.

**15. Statutory Requirements**

The Supplier must obey and must ensure that its employees, sub-contractors and agents obey any Acts, regulations and local laws in any way applicable to the performance of this Purchase Order, including, without limitation, any environmental and occupational health and safety legislation.

**16. Indemnity and Advance Release**

The Supplier indemnifies and holds harmless LCHS, its Board and staff from and against all actions, claims, losses, damages, penalties or demands consequent upon, occasioned by or arising from its performance or purported performance of its obligations under this Purchase Order, including, without limitation, any acts or omissions of the Supplier's agents and employees.

**17. Further Assurance**

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

**18. Time of the Essence**

Time is of the essence as regard to all dates, periods of time and times specified in this Purchase Order.

**19. No Relationship**

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

**20. Number and Gender**

In this Purchase Order, a reference to:

* the singular includes the plural and vice versa; and
* a gender includes the other genders.

**21. Whole Understanding**

This Purchase Order constitutes the whole understanding between the parties and embodies all terms on which the Goods/Services are to be supplied by the Supplier. If the Supplier's acceptance or supply of this Purchase Order contains any terms in conflict with this Purchase Order, this Purchase Order will have precedence unless otherwise agreed by LCHS in writing.

**22. Governing Law**

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

**23. Joint and Several Obligations**

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

**24. Method of Giving Notices**

A notice required or permitted to be given by one party to another under this Purchase Order must be in writing, addressed to the other party and:

* delivered to that party's address; or
* transmitted by facsimile to that party's facsimile number.

**25. Receipt of Notices**

A notice given to a party in accordance with Term 24 must be treated as having been duly given and received:

* if delivered to a party's address, on the day of delivery;
* if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission; or
* if sent electronically via email, notification of a receipt message.