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QUEENSLAND POLICE SERVICE

GENERAL CONDITIONS

OF CONTRACT

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QUEENSLAND POLICE SERVICE

GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context otherwise indicates and requires, the following terms shall have the meanings respectively assigned to them:

- 1.1.1 "Arrangement" means a Standing Offer Arrangement, a register of pre-qualified suppliers, a panel arrangement or a preferred supplier arrangement for the provision of Goods or the rendering of Services (as demand requires). A Standing Offer Arrangement does not constitute a Contract;
- 1.1.2 "Commencement Date" means the date on which the Contract is executed by the parties, or if not executed by the parties on the same date, means the later of the dates of execution;
- 1.1.3 "Conditions" the General Conditions of Contract – Queensland Police Service as outlined in this document;
- 1.1.4 "Contract" means an agreement entered into pursuant to clause 3;
- 1.1.5 "Contract Amendment" means the formal written notice issued by the Queensland Police Service advising the Contractor that a Contract has been amended/varied;
- 1.1.6 "Contract Authority" means the Manager, Logistics Branch, Queensland Police Service, or the person from time to time holding, occupying or performing the duties of the Manager, Logistics Branch;
- 1.1.7 "Contract Material" means New Contract Material and Existing Contract Material;
- 1.1.8 "Contractor" a person, business, partnership or company who has entered into a Contract with the Queensland Police Service to supply the Goods or perform the Services offered;
- 1.1.9 "Deliverable" means any document, piece of equipment, data listing or other creation required to be delivered to the Queensland Police Service in order to complete the performance of the Contract;
- 1.1.10 "Existing Contract Material" means any material that exists at the Commencement Date and is incorporated into a Deliverable;
- 1.1.11 "Goods" means materials, plant and equipment supplied pursuant to an Arrangement or Contract;
- 1.1.12 "GST" means a goods and services tax imposed under *A New Tax System (Goods and Services Tax) Act 1999*;
- 1.1.13 "Information Commissioner" as per the meaning given in the *Information Privacy Act 2009*;
- 1.1.13 "Intellectual Property Rights" Means all copyright, patents and all rights in relation to inventions, trade marks and designs or any rights to registration of such rights, whether created before, on or after the Commencement Date;
- 1.1.14 "Invitation" the notice (written or verbal) given to prospective Offerors indicating that Offers or Proposals will be received for the supply of Goods or Services;

- 1.1.15 "Moral Rights" means the right or integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing at the Commencement Date or which may come into existence after the Commencement Date;
- 1.1.16 "New Contract Material " means any material forming part of or constituting a Deliverable that is created, written or otherwise brought into existence by or on behalf of the Contractor in the course of performing the Contract;
- 1.1.17 "Offer" a response by an Offeror to an Invitation;
- 1.1.18 "Personal Information" as per the meaning given in the Information Privacy Act 2009 and, where the context requires, means Personal Information in connection with this Contract;
- 1.1.18 "Purchase Order" means the official order issued by the Queensland Police Service which forms a Contract between the Offeror and the Queensland Police Service;
- 1.1.19 "Queensland Police Service" means the State of Queensland acting through the Queensland Police Service;
- 1.1.20 "Services" means the services supplied pursuant to an Arrangement or Contract;
- 1.1.21 "State" the Crown in right of the State of Queensland;
- 1.1.22 "Technical Authority" means the Queensland Police Service technical representative responsible for the detail and accuracy of the requirements/specifications contained in the Invitation.

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2. CONDITIONS

- 2.1 These Conditions shall apply to any Contract entered into by the Queensland Police Service.
- 2.2 The Queensland Police Service may alter these Conditions from time to time.

3. ENTIRE AGREEMENT

- 3.1 In the case of an Invitation, the Contract will be formed when the Queensland Police Service issues a letter of acceptance and/or Purchase Order.
- 3.2 In the case of an Invitation for an Arrangement, the Contract(s) will be formed from time to time when Purchase Orders are issued by the Queensland Police Service. To remove any doubt, acceptance of an Offer for an Arrangement will not constitute a Contract.
- 3.3 The following documents constitute the entire agreement between the parties, and any inconsistency between the documents shall be resolved by the order in which they are listed:
- Letter of Acceptance issued by the Queensland Police Service,
 - Official Purchase Order,
 - GITC Schedules (where applicable),
 - Contracting Services Agreement or Standard Consultancy Agreement (where applicable),
 - Specific Industry Contract (where applicable),
 - General Conditions of Contract – Queensland Police Service,
 - General Conditions of Offer – Queensland Police Service,
 - Invitation to Offer document (including all conditions contained therein),
 - Offer.

4. SERVICE OF NOTICES

- 4.1 A notice (and other documents) shall be deemed to have been given and received:

4.1.1 if addressed or delivered to the relevant address in the Contract or last communicated in writing to the person giving the notice; and

4.1.2 on the earliest date of:
i) actual receipt;
ii) confirmation of correct electronic transmission; or
iii) three (3) days after posting.

5. **CONTRACT AUTHORITY/TECHNICAL AUTHORITY**

5.1 The Contract Authority is the Manager, Logistic Branch, to whom any variations to the scope of work or deliverables or any matters affecting the terms and conditions of the Contract in any way shall be addressed.

5.2 The Technical Authority is the Queensland Police Service technical representative responsible for the detail and accuracy of the requirements/specifications in the Invitation. The Technical Authority may vary from Contract to Contract. The Technical Authority is NOT authorised either apparently or ostensibly to enter into a Contract or amend a Contract on behalf of the Queensland Police Service.

6. **CONTRACT AMENDMENTS/VARIATIONS**

6.1 Any amendment to the Contract shall require the prior written approval of the Contract Authority.

6.2 Any variations required by the Queensland Police Service or the Contractor will be mutually agreed and will be the subject of a formal Contract Amendment issued by the Queensland Police Service.

6.3 Contract Amendments/Variations not approved in writing by the Contract Authority and not put into effect by a formal Contract Amendment will not be recognised by the Queensland Police Service.

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7. **PRICES**

7.1 All prices, sums of money and payment under the Contract shall:

7.1.1 be in Australian Currency; (this condition may be varied for overseas Offerors);

7.1.2 be inclusive of GST, if any, and show the amount of the GST separately;

7.1.3 include suitable packaging and delivery in accordance with the Contract.

8. **PRICE VARIATIONS**

8.1 The Contractor is not entitled to increase prices once an Offer has been accepted by the Queensland Police Service, other than for increases specified in the Offer.

8.2 Where the Contractor's Offer contains a price variation formula(e):

8.2.1 the Contractor must notify the Queensland Police Service in writing of the proposed price variations in accordance with the price variation formula(e) in the Contractor's Offer. Such application must be supported by documented evidence satisfactory to the Queensland Police Service;

8.2.2 price variations in accordance with the price formula(e) will not take effect until the Queensland Police Service has given its written approval in accordance with this clause 8;

8.2.3 the Queensland Police Service may approve the price variation within 14 days of receiving the evidence referred to in clause 8.2.1;

8.2.4 the Queensland Police Service must advise the Contractor in writing, of the date on which the variation will take effect and that date must not be more than 28 days after the Queensland Police Service receives the evidence referred to in clause 8.2.1; and

8.2.5 price variations effected pursuant to this clause 8 must not be effected more frequently than 3 monthly intervals.

8.3 Where industry based pricing increases are sought the Contractor shall submit an industry price list to the Contract Authority for formal acceptance and subsequent contract amendment.

8.4 Where overseas product pricing increases are sought the Contractor shall only apply the price increase to the overseas component in accordance with the "Cost Offer Breakdown" submitted as part of the Offer.

8.5 Price increases will only apply upon approval by the Contract Authority and shall not be retrospective.

9. **DELIVERY**

9.1 All Goods and or Services are required for delivery in accordance with the Contract. The time agreed by the parties shall be the time for delivery under the Contract. Time shall be of the essence of the Contract.

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10. **PACKAGING**

10.1 Packaging and labelling of all Goods supplied, and in particular poisons, drugs, chemicals, flammables, gases, volatiles, corrosives, explosives and goods of a dangerous nature, must comply with the provisions of the relevant Acts and Regulations which govern the packaging and handling of those Goods.

11. **NO SUBCONTRACTING OR ASSIGNMENT**

11.1 The Contractor will not assign the Contract or any of the benefits or obligations under the Contract unless it has the prior written approval of the Queensland Police Service.

11.2 The Contractor will not subcontract any part of the Contract unless it has the prior written approval of the Queensland Police Service.

11.3 Any approval given by the Queensland Police Service for the purposes of clause 11.2 may be conditional upon the subcontract including:

11.3.1 provision that the subcontractor shall not assign or subcontract without the consent in writing of the Contractor;

11.3.2 provisions which may be reasonably necessary to enable the Contractor to fulfil the Contractor's obligations to the Queensland Police Service.

11.4 Approval to subcontract shall not relieve the Contractor from any liability or obligation under the Contract. Except where the Contract otherwise provides, the Contractor shall be liable to the Queensland Police Service for the acts and omissions of subcontractors and employees and agents of subcontractors as if they were acts or omissions of the Contractor.

12. **STANDARDS**

12.1 All Goods and Services, unless otherwise specified, shall be in accordance with Australian Standards where such exist. Where an Australian Standard does not exist, relevant International Organisation for Standardisation (ISO) standards shall apply where such exist.

13. **COMPLIANCE WITH LAWS**

13.1 The Contractor will comply with all relevant laws.

13.2 Any Arrangement or Contract entered into shall be governed by and construed in accordance with the laws of Queensland, and the parties agree to submit to the jurisdiction of the courts of Queensland.

13.3 All Goods and Services supplied must be in accordance with any relevant Australian and International Standards and Federal and State regulations in force at the date of the Contract.

14. LICENSING REQUIREMENTS

14.1 Contractors warrant that they hold and will continue to hold all requisite licenses, permits, permissions and/or authorities necessary for the provision of the Goods or Services and further that they will comply at all times with all relevant legislative, statutory or Government requirements, including any appropriate Standards, governing the provision of the Goods or Services.

14.2 Contractors acknowledge that the warrant provided above is an essential term of any Contract/Arrangement entered into pursuant to an Invitation, and failure to comply with which gives rise to an immediate right in the Contract Authority to terminate the Contract/Arrangement.

15. RISK AND INDEMNITY

15.1 The Contractor will be liable for loss or damage (including personal injury whether or not resulting in death) suffered by the Queensland Police Service, its officers, servants or agents, arising from the unlawful or negligent acts or omissions of the Contractor, its employees, subcontractors or agents, in the course of the provision (or attempted or purported provision) of the Goods and Services.

15.2 The Contractor releases and indemnifies the Queensland Police Service and its officers, servants and agents from and against all actions whatsoever and howsoever arising which may be brought or made against any of them by any person, including the Contractor, arising from:

15.2.1 any wilful or negligent act or omission of the Contractor or any person for whose conduct the Contractor is liable;

15.2.2 any unlawful or negligent act or omission of the visitors, invitees or licensees of the Contractor;

15.2.3 death, injury, loss or damage suffered by the Contractor, its employees, subcontractors or agents, or any of its visitors, invitees or licensees except where the death, injury, loss or damage is caused by the negligence or other wrongful act or omission of the Queensland Police Service, its officers, servants or agents;

15.2.4 any infringement or alleged infringement of any Intellectual Property Rights or Moral Rights in respect of Contract Material.

15.3 In the event of a claim being made or brought against the State of Queensland, the Queensland Police Service may retain any money due to the Contractor in respect of Goods or Services provided under the Contract or Arrangement for the purpose of settling or defending the claim or action. If the money retained is not sufficient for the purpose of settling or defending the claim or action, the balance outstanding in respect of the claim or action may be recovered from the Contractor as a debt due to the Queensland Police Service.

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16. INSPECTION AND TESTS

16.1 The Queensland Police Service reserves the right to inspect and test all Goods supplied. Where Goods fail any inspection or test, they will be rejected and the Contractor notified of their rejection and the reasons for the rejection. The Contractor shall replace, free of charge, all rejected Goods with Goods of a standard acceptable to the Queensland Police Service.

16.2 The Contractor shall at its own expense remove any rejected Goods from the Queensland Police Service's premises within 30 days of a written request by letter from the Queensland Police Service and subject to any lien of the Queensland Police Service. If, after 30 days, the rejected Goods have not been removed, the Queensland Police Service may return the Goods freight forward at the Contractor's risk and cost. Where the Contractor has been notified that the Goods have been rejected, these Goods will be held by the Queensland Police Service at the Contractor's risk.

17. INVOICES AND DELIVERY DOCKETS

- 17.1 At the time of delivery, the Queensland Police Service must receive documents evidencing delivery which state:
- 17.1.1 the particulars of the Goods or Services being delivered; and
 - 17.1.2 the Purchase Order number, or if there is no order number, details of the name and location of the person who placed the order.
- 17.2 Unless paid for by cash or Queensland Government Corporate Purchasing Card, the Queensland Police Service will pay for the Goods or Services on the basis of the invoice.
- 17.3 The invoice must state:
- 17.3.1 the Purchase Order number;
 - 17.3.2 particulars of the Goods or Services for which payment is claimed;
 - 17.3.3 particulars of discount, if any, applicable; and
 - 17.3.4 any other information as notified by the Queensland Police Service to be included in the invoice.
- 17.4 The invoice must also be a tax invoice for the purposes of *A New Tax System (Goods and Services Tax) Act 1999*.

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18. PAYMENT OF INVOICES

- 18.1 The Queensland Police Service will make payment to the Contractor within 30 days of receiving the documents and invoices required under clause 17, unless early payments are made to obtain discounts.
- 18.2 The invoice must be sent to the address specified on the Queensland Police Service Purchase Order.
- 18.3 The Contractor will not be entitled to be paid for any part of the Goods or Services unless an authorised representative of the Queensland Police Service has certified that the Goods have been received or Services performed in accordance with the Arrangement or Contract.
- 18.4 The Contractor will promptly perform or perform again, any part of the Services not certified as being performed in accordance with the Arrangement or Contract. The Queensland Police Service may, without limiting any other right it may have, defer payment for that part of the Services until an authorised representative of the Queensland Police Service has certified that the Services have been performed, or performed again in accordance with the Arrangement or Contract.
- 18.5 Payment of money to the Contractor will not constitute an admission by the Queensland Police Service that any Goods have been received, or Services have been performed, in accordance with the Arrangement or Contract.

19. ADVERTISEMENTS

- 19.1 The Contractor will not make any public announcement or advertisement in any medium in relation to the awarding of any Arrangement or Contract without the prior written approval of the Queensland Police Service.

20. DISPUTES

- 20.1 All disputes or differences between the parties arising out of the Arrangement or Contract or concerning the performance or non-performance by either party of its obligations under the Arrangement or Contract, whether raised during the performance of the Arrangement or Contract or after its completion shall be referred to an arbitrator who shall be either:

- 20.1.1 mutually agreed upon by the parties in writing; or
 - 20.1.2 in the absence of that agreement, one of at least three persons, none of whom shall be an employee of the parties or have had any association with the work under the Contract whose names are submitted in writing by the Queensland Police Service for selection by the Contractor; or
 - 20.1.3 in the absence of that selection, by an arbitrator appointed in accordance with the provisions of the laws relating to arbitration in the State of Queensland.
- 20.2 The party requesting arbitration shall give notice in writing to the other party within 28 days of the dispute or difference arising.

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21. INDUSTRIAL DISPUTES

- 21.1 The Queensland Police Service will not become involved in industrial disputes between the Contractor and the Contractor's staff unless required to do so by an industrial authority.
- 21.2 During the periods of such industrial disputes of any duration, the Contractor will be responsible for, and will guarantee continuity of supply of all Goods and Services at the Contractor's expense.

22. DEFAULT OF THE CONTRACTOR AND TERMINATION

- 22.1 If the Contractor:
 - 22.1.1 fails to comply with any of the terms and conditions of a Contract;
 - 22.1.2 fails to comply with a reasonable direction of the Queensland Police Service;
 - 22.1.3 enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management;
 - 22.1.4 abandons or refuses to proceed with the Contract;
 - 22.1.5 makes default in or is unable to pay its staff or other employees as and when their wages fall due;
 - 22.1.6 is unable to meet statutory or other obligations which arise in connection with employment of staff or other personnel working for the Contractor;
 - 22.1.7 breaches any confidentiality undertaking entered into pursuant to clause 24;
 - 22.1.8 fails to deliver Goods or provide Services by the stipulated time; or
 - 22.1.9 fails to advise the Queensland Police Service of any significant changes to the business structure or business ownership of the Contractor;
- the Queensland Police Service may terminate the Contract/Arrangement by notice to the Contractor as of the date specified in the notice.
- 22.2 Each party to an Arrangement (i.e. the Contractor and the Queensland Police Service) may withdraw from the Arrangement giving one week's written notice to the other party. The Queensland Police Service will monitor the performance of the Contractor on a periodic basis.
 - 22.3 Any default by the Contractor will entitle the Queensland Police Service to revoke the Purchase Order/s, regardless of whether Goods/Services have already been supplied. Goods supplied against a Purchase Order which have been revoked shall be collected by the Contractor or returned to the Contractor at the Contractor's cost and risk, within 30 days of the date the Purchase Order was revoked. Any loss incurred by the Queensland Police Service under this clause 22 shall be a debt due and payable by the Contractor to the Queensland Police Service.

23. CONFLICT OF INTEREST

- 23.1 The Contractor warrants that, to the best of its knowledge, information and belief, it does not and is not likely to have any conflict of interest in being awarded a Contract or in the performance of the work. If a conflict or risk of conflict of interest arises (without limitation), the Contractor will immediately give notice of the conflict of interest, or risk of it, to the Queensland Police Service.
- 23.2 The Contractor will take all reasonable measures to ensure that its employees, agents and subcontractors do not engage in any activity or obtain any interest which is in conflict with performing the work fairly and independently. The Contractor will immediately give notice of any conflict of interest relating to the activities of any of its employees, agents or subcontractors to Queensland Police Service.
- 23.3 If the Queensland Police Service is given notice of a conflict of interest pursuant to clause 23.1 and 23.2 or establishes that a conflict of interest exists, the Queensland Police Service may proceed in accordance with clause 22 of the General Conditions of Contract to terminate the Contract.

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24. CONFIDENTIAL INFORMATION

- 24.1 The Contractor will, and will ensure all persons employed by the Contractor, keep confidential any information obtained in the course of performing the Contract entered into pursuant to an Arrangement or Invitation.
- 24.2 If specified in the Invitation and required by the Queensland Police Service, the Contractor's employees or agents will provide a confidentiality undertaking in a form acceptable to the Queensland Police Service.
- 24.3 In the event of any breach of a confidentiality undertaking entered into pursuant to clause 24.2, the Queensland Police Service may terminate the Contract.

25. PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION

- 25.1 In the instance where a Contract is established and the Contractor has access to Personal Information, or is required to collect Personal Information on behalf of the Queensland Police Service in order to fulfil its obligations under the Contract, the contractor must:
- 25.1.1 ensure that Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- 25.1.2 not use Personal Information other than for the purposes of the Contract, unless required or authorised by law;
- 25.1.3 not disclose Personal Information without the written agreement of the Project Manager or any other persons authorised in writing by the Queensland Police Service unless required or authorised by law;
- 25.1.4 ensure that:
- (a) access to Personal Information is restricted to those employees who require access in order to perform their duties; and
- (b) its employees are legally bound not to access, use or disclose Personal Information other than in the performance of their duties.
- 25.1.5 immediately notify the Queensland Police Service if they become aware that a disclosure of Personal Information is, or may be required or authorised by law;
- 25.1.6 make their employees, agents and subcontractors aware of the Contractor's obligations under this clause including, when requested by the Queensland Police Service, requiring those employees, agents and subcontractors to sign a Privacy Deed relating to Personal Information;
- 25.1.7 comply with such other privacy and security measures as the Queensland Police Service reasonably advises the Contractor in writing from time to time; and
- 25.1.8 comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* as detailed in *Appendix A – Information Privacy* (refer to <http://www.police.qld.gov.au/services/forms>).

25.2 The Contractor must immediately notify the Queensland Police Service upon becoming aware of any breach under clause 25.1.

26. NO AGENCY

26.1 The Contractor will not:

26.1.1 represent itself nor allow itself to be represented as an employee or agent of the Queensland Police Service; or

26.1.2 by virtue of the Contract entered into pursuant to an Arrangement or Invitation, be or become an employee or agent of the Queensland Police Service.

27. IMPORT LICENCES

27.1 If it is necessary for the performance of a Contract entered into pursuant to an Arrangement or Invitation for the Queensland Police Service and/or the Contractor, to hold or obtain any import licence, consent, by-law exemption, or authority, then the Contractor shall apply for that document. If such licence, consent, by-law exemption, or authority is refused then the Contract entered into pursuant to an Arrangement or Invitation will be treated as being discharged and neither the Contractor nor the Queensland Police Service will be under any liability to the other.

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28. SECURITY AND ACCESS

28.1 The Contractor will, when using all of the Queensland Police Service's premises or facilities, comply with all rules, directions and procedures, including those relating to security and workplace health and safety which are in effect at the premises or in regard to the facilities as notified to the Contractor by an authorised representative of the Queensland Police Service.

29. FORCE MAJEURE

29.1 The Queensland Police Service and the Contractor will not be held liable for breach of a Contract entered into pursuant to an Arrangement or Invitation for any loss, damage or injury incurred by the other party wherever performance of a Contract entered pursuant to an Arrangement or Invitation is prevented by circumstances beyond the parties reasonable control including but not limited to: perils of the sea, strikes, lock outs, acts of God, war or warlike measures whether threatened, declared or anticipated, or the outbreak of hostilities between nations or countries, trade sanctions or government directives, explosions, embargos, fire, flood, drought, riot, sabotage or accident.

29.2 In the event that either party is unable wholly or in part to perform its obligations under the Contract entered into pursuant to an Arrangement or Invitation as a result of the occurrence of force majeure circumstances specified in clause 29.1, such party shall immediately give written notice to the other of the details of such occurrence, and both parties shall make arrangement and adjustment to the Contract entered into pursuant to the Arrangement or Invitation as necessary.

29.3 Unless otherwise agreed to in writing, upon cessation of the event affecting performance of the Contract entered into pursuant to an Arrangement or Invitation, both parties shall, as far as possible, complete performance of their respective obligations under the Contract entered into pursuant to an Arrangement or Invitation.

30. PATENTS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

30.1 Unless otherwise specified in the Invitation, the State of Queensland will own copyright and all other intellectual property rights in all New Contract Material and the Contractor agrees that all such rights will vest in the State of Queensland.

30.2 The Contract does not affect Intellectual Property Rights in Existing Contract Material but the Contractor grants, and will ensure that relevant third parties grant, to the Queensland Police Service a paid up non-exclusive, non-transferable licence:

- 30.2.1 to use, reproduce and adapt for its own use; and
- 30.2.2 to perform any other act with respect to copyright; and
- 30.2.3 to manufacture, sell hire or otherwise exploit a product or process or to provide a service or to licence a third party to do any of those things in respect of,

the Existing Contract Material but only as part of the Contract Material (and any further development of that material).

- 30.3 Prior to a person commencing work in respect of the Contract Material on behalf of the Contractor, the Contractor must obtain from that person in writing, and provide to the Queensland Police Service upon request;

- 30.3.1 all necessary consents, permissions and assignments; and

- 30.3.2 without limiting clause 30.3.1, all appropriate consents in relation to Moral Rights as are necessary,

to enable the Queensland Police Service to exercise in full and without impediment the rights granted under this clause.

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31. INSURANCES

- 31.1 The Contractor must have and maintain for the duration of the Contract:

- 31.1.1 insurance under the *Workers' Compensation and Rehabilitation Act 2003* (or equivalent worker's compensation legislation applicable in the jurisdiction where the contractor will perform the contracting services) to cover workers, eligible persons, self employed contractors, directors, trustees and partners; and

- 31.1.2 public liability insurance and such other insurance as specified in the Invitation to Offer.

- 31.2 Upon request by the Queensland Police Service, the insurances must be effected with an insurer approved by the Queensland Police Service and include terms and conditions acceptable to the Queensland Police Service.

- 31.3 The Contractor will upon request in writing at any time by the Queensland Police Service, produce evidence to the Queensland Police Service that the insurances required by this clause have been effected and maintained. If the Contractor fails to produce evidence of compliance with its insurance obligations to the satisfaction of the Queensland Police Service, the Queensland Police Service may effect and maintain the insurance, pay the premiums and deduct these payments from moneys due or becoming due to the Contractor from the Queensland Police Service.

- 31.4 If required by the Queensland Police Service, the public liability insurance will include the Queensland Police Service as co-insured but only in respect of the liability of the Queensland Police Service arising out of the performance by the Contractor, or any sub-contractors, of the Services.

- 31.5 The public liability insurance will provide that the term "Insured" does apply to each of the persons comprising the insured in the same manner as if a separate policy had been issued to each of those persons in their name alone and the Insurer does waive all rights of subrogation or action which the Insurer may have or acquire against any of those persons, provided however that this clause will not be deemed to increase the limit of the Insurer's liability under the policy.

- 31.6 The professional indemnity insurance (if specified in the Invitation to Offer) shall cover the Contractor and its servants and agents for liability under the Contract for the amount set out in the Invitation to Offer. The Contractor must maintain the professional indemnity insurance on terms and conditions no less favourable to the Queensland Police Service than those approved under this clause 31, for the period specified in the Invitation to Offer after expiry or termination of the Contract and, upon request in writing, produce evidence to the Queensland Police Service that it has been maintained.

31.7 The effecting and maintaining of insurance will not limit the liabilities or obligations of the Contractor under other provisions of the Contract.

31.8 The Contractor shall ensure that the policies of insurance effected pursuant to the Contract contain provisions acceptable to the State that will –

31.8.1 require the Insurer, whenever the Insurer gives to or serves upon the Contractor or a sub-contractor notice of cancellation or any other notice under or in relation to all or any of the interests insured under the policy, at the same time to give notice to the Queensland Police Service in writing that the notice has been given to or served upon the Contractor or the sub-contractor;

31.8.2 require that the Insurer will not cancel or vary the interest of all or any of the insured under the policy at the request of an insured party except upon the consent of all the co-insured; and

31.8.3 provide that a notice of claim given to the insured by one insured shall be accepted by the Insurer as a notice of claim given to the Insurer by all the insured, as the case may require.

31.9 The Contractor shall inform the Queensland Police Service in writing of any claim or the occurrence of any event that may give rise to a claim under the policies of insurance effected pursuant to the Contract within 7 days thereof and shall ensure that the Queensland Police Service is kept fully informed of subsequent actions and developments concerning the event or claim.

31.10 The Contractor shall ensure that each sub-contractor shall inform the Contractor in writing within 7 days of any claim or of any event that may give rise to a claim under the policies of insurance effected pursuant to the Contract.

32. **PERFORMANCE MEASURES**

32.1 The Queensland Police Service reserves the right to periodically review Contracts/Arrangements throughout their duration to ensure that the Goods/Services are being delivered in accordance with the agreed terms and conditions of the Contract/Arrangement.

33. **WARRANTY**

33.1 A Contractor acknowledges that the Queensland Police Service has relied on the representations and warranties made in the Contractor's Offer and no variation shall be made to a Contract except as provided for by the Contract.

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34. **STANDING OFFER/PREFERRED/PANEL SUPPLIER ARRANGEMENTS**

All Conditions contained herein shall apply to any Standing Offer/Preferred Supplier/Panel Arrangement established by the Queensland Police Service together with the following additional Conditions:

34.1 the Contractor shall carry sufficient stocks of Goods to meet the anticipated demand during the term of the Arrangement;

34.2 the Queensland Police Service shall not be under any legal obligation to purchase any specific quantity of the Goods offered, and the Contractor shall be bound to supply the quantity ordered from time to time during the term of the Arrangement. The Queensland Police Service may give consideration to assisting the Contractor to dispose of reasonable stocks of otherwise unsaleable Goods at the expiration of the Arrangement either by extending the Arrangement or other method as determined appropriate;

34.3 notwithstanding any Arrangement which may be established, the Queensland Police Service reserves the right to enter into separate special purpose Contracts with other Contractors;

34.4 the Queensland Police Service shall issue a separate Purchase Order to the Contractor on a needs basis (or other mutually agreeable basis). Each separate Purchase Order shall form a separate Contract to which these General Conditions of Contract shall apply;

- 34.5 the Queensland Police Service reserves the right to negotiate with the Contractor in relation to bulk quantities of any particular Goods/Services. Alternatively, the Queensland Police Service reserves the right to invite competitive Offers for such bulk quantities;
- 34.6 where prices are fixed by a statutory body, prices shall be applicable from the date fixed by that body;
- 34.7 the Contractor shall advise the Queensland Police Service of reductions in prices due to reductions in duty or currency exchange rate and price factor fluctuations.

ROSS MANGANO
Manager
LOGISTICS BRANCH

THESE CONDITIONS SHOULD BE RETAINED FOR FUTURE REFERENCE

UNCONTROLLED