

Terms and Conditions for LGP Indigenous Procurement Prequalification Scheme

As you proceed with this application to become a Supplier of LGP's Indigenous Procurement Prequalification Scheme (Indigenous Prequal Scheme), you fully acknowledge and agree with the following terms and conditions:

1. Formation of Contract:

The contract between the Local Government Procurement Pty Ltd ("Us". "us" or "LGP") and you the Supplier ("You", "you" or "Supplier") comprises the following Terms and Conditions and the Customer's purchase order. To the extent of any inconsistency, these Terms and Conditions shall take precedence and override any other terms unless otherwise agreed to in writing by both parties.

2. Arrangement Schedule and Customer Contract:

The Supplier will provide either product or services under this Indigenous Prequal Scheme to any local government entities, Councils, or Joint Organizations ("**Customer**") for the tasks and timeframes associated for completion of the Services. The Customer is required to review and approve in writing the tasks and timeframes detailed in the program prior to contract commencement. And a separate Customer Contract will be signed by the Customer and the Supplier as agreed by the Customer Contract and Supplier. The Attachment A will be the standard terms and conditions which will be deemed to be applicable between the Customer and the Supplier if there is no contract signed.

3. Supplier obligations:

To be a Supplier in this Indigenous Prequal Scheme, you need to meet at least one of the following requirements:

- (a) an Assured Member of the NSW Indigenous Chamber of Commerce;
- (b) a 'Certified' Member of Supply Nation.

You need to notify LGP within 7 business days once you are not meeting this requirement. Please note that 'Registered' Supply Nation members are unable to be accepted in this Indigenous Prequal Scheme.

4. Payment:

The Supplier must, by the end date of each month, send LGP a sales report, stating the invoices that need to be paid by each of the Customers the works have been provided to the Customers.

LGP is entitled to charge management fee in the amount of 0.5% of any and all invoices that are to be paid by the Customer to the Supplier.

LGP will issue an invoice which will be due and payable by the Supplier to LGP within thirty (30) days after the date of invoice.

The Supplier will pay LGP the fee calculated in the manner and according to the dates or other payment milestones provided by LGP.

Any advanced payments shall not exceed the total amount outlined by LGP. In the event that the delivery of Services is affected by any delays deviating from the agreed upon schedule and outside the control of LGP, LGP reserves the right to retain request advanced partial payments in line with the original payment schedule.

5. Premises:

The Supplier will follow procedures and policies relating to work health and safety pertaining to the LGP or any customer premises. The Suppliers must provide access to premises and related materials and resources as required by LGP or the Customer in order to carry out the provision of services or product.

6. Notices:

Any notice given under this contract must be in writing and signed by an authorised officer and addressed to the intended recipient at the registered office address.

7. Variations:

You can request for variations to the categories of product and services which must be issued in writing and such variations may only be accepted by LGP if within the general scope of the original categories after LGP's review. LGP may approve in writing the additional costs associated with any variations before the variation proceeds.

LGP reserves the right to charge additional fees should the variation or delays incur extra costs to LGP.

8. Suspension

LGP may suspend the Supplier's appointment arrangement at any time for whatever period when acting reasonably and thinks fit with full discretion.

9. Termination

9.1 Termination at Will

Either party may, upon giving the other party not less than 30 calendar day's prior written notice, terminate this Agreement. The Agreement will be terminated once the notice period has passed.

9.2 Effect of Termination

(a) If this Agreement is terminated under the clause 9.1, you must still complete the provision of the product or services including but not limited to any order put by the Customer and accepted by you remaining to be filled. Once you completed all the outstanding provision of product or services for any orders, the Supplier's termination under this clause automatically terminates all Customer Contracts.

(b) LGP reserve the right to recover any losses, damages or expenses as a result of termination.

10. Legislative Compliance:

The Supplier will at all times adhere to all relevant Commonwealth, State and local government legislative requirements, Australian Standards and relevant codes of practice, as well as any other policies and any procedures specified in writing by LGP.

11. Confidentiality, Intellectual property and Copyright:

You acknowledge and agree that all documentation (including drawings, specifications, and reports) and information in connection with or arising from the provision of product or services will, subject to any legislative disclosure requirement, remain confidential in nature unless granted written permission by the other party.

You retain the Intellectual Property rights created under the terms of this agreement and used in performing the provision of product and services, unless otherwise agreed to in writing between the Supplier and Customer. Any material provided by LGP or the Customer remains the property of them.

You must not amend, edit, reproduce any of the materials provided by LGP including any digital video files produced by LGP, and must not distribute any materials including digital material provided by LGP to any third party without prior written consent of LGP.

12. Compliance with PID Act and GIPA Act

You acknowledge that the Public Interest Disclosures Act 2022 and/or Government Information (Public Access) Act 2009 will be applicable to LGP or any Customer and warrant that you will fully comply with any requirement in the Public Interest Disclosures Act 2022 and Government Information (Public Access) Act 2009 and perform whatever is necessary upon the request from LGP and or any Customer.

13. Modern Slavery

You warrant that you must:

- (1) not engage in Modern Slavery as defined in Modern Slavery Act 2018;
- (2) take reasonable steps to ensure that it, its directors, officers, employees, Related Entities and Engaged Entities comply with Modern Slavery Laws as applicable;
- (3) take reasonable steps to ensure that your subcontractor Engaged Entities include provisions equivalent to the Core Obligations (including this sub-clause) in their contracts with their suppliers; and
- (4) take reasonable steps to ensure that its Engaged Entities provide their respective directors, officers, employees and suppliers with at least the minimum level of wages and other entitlements required by law.

14. No Merger

The warranties, undertakings, deeds and continuing obligations in this Terms and Conditions do not merge on completion.

15. No Liability

You acknowledge and agree that LGP is not liable to you for any loss, cost, expense or damage (including by way of a claim under contract, tort (including negligence) statute or otherwise) arising out of or in connection with this marketplace except when the LGP is acting in its own capacity as a Customer.

To the extent any liability of LGP cannot be excluded by law, and to the maximum extent permitted by law, LGP's liability under this Deed shall be limited to \$100.00.

16. Dispute Resolution

Any dispute between the parties notified in writing, shall, in good faith, first be sought to be resolved by negotiation between each party's senior management.

If the dispute is not resolved in Thirty (30) days of the first notice, the parties must submit the dispute to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation Rules.

17. Provision of information

As soon as practical, you need to provide LGP with all relevant information relating to any order lodged by the Customer's in connection with this Indigenous Prequal Scheme. This information shall include:

- Customer purchase order;
- signed Supplier acceptance form;
- all relevant instructions;
- name and contact details of Customer's contact person/ authorised representative;
- relevant drawings/specifications;
- information regarding the site or premises, and
- responses to any queries made by you which are necessary to provide the product or services.

18. Compliance requirements with GIPA Act

- (1) The Supplier must, within 7 days of receiving a written request by LGP, provide LGP with immediate access to the following information contained in records held by the Supplier:
 - (a) information that relates directly to the performance of the services provided to LGP by the Supplier pursuant to this Agreement;
 - (b) information collected by the Supplier from members of the public to whom it provides, or offers to provide, the services pursuant to this Agreement; and
 - (c) information received by the Supplier from LGP to enable it to provide the services pursuant to this Agreement.
- (2) For the purposes of sub-clause (1), information does not include:
 - (a) information that discloses or would tend to disclose the Supplier's financing arrangements, financial modelling, cost structure or profit margin;
 - (b) information that the Supplier is prohibited from disclosing to LGP by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or

- (c) information that, if disclosed to LGP, could reasonably be expected to place the Supplier at a substantial commercial disadvantage in relation to LGP, whether at present or in the future.
- (3) The Supplier will provide copies of any of the information in sub-clause (1), as requested by LGP, at the Supplier's own expense.
- (4) Any failure by the Supplier to comply with any request pursuant to sub-clause (1) or (3) will be considered a breach of an essential term and will allow LGP to terminate this Agreement by providing notice in writing of its intention to do so with the termination to take effect 7 days after receipt of the notice. Once the Supplier receives the notice, if it fails to remedy the breach within the 7-day period to the satisfaction of LGP, then the termination will take effect 7 days after receipt of the notice.