



SERVICES PURCHASING AGREEMENT

SCHEDULE 1

ITEM 1: DETAILS OF PARTIES

Name: **Huon Valley Council**
ABN: **77 602 207 026**
Postal Address: **PO Box 210**
Huonville, Tasmania, 7109
(Council)

Name: **[Other party full name]**
ACN:
ABN:
Postal Address: **[Other party postal address]**
(Supplier)

ITEM 2: KEY TERMS

- The **Services** to be provided by the Supplier and purchased by Council are:
 - Weed treatment as quoted for in the attached work schedule; and
 - Reporting on weed treatment as detailed in the Specifications (RFQ Part2).
- The **Contract Price** payable by Council for the Services is: **\$XXXXXX** (GST Ex).
 - The Contract Price will be paid by Council in accordance with the following

Payment Schedule:

Timing/Event/ Deliverable	Payment
Mid-term reporting of actions undertaken and survey/mapping data, Dec 2026 – Jan 2027	\$
End of term reporting of actions taken and survey/mapping data, May 2027	\$
Total Contract Price	\$

- This Agreement is subject to the following **Special Conditions** which override the Standard Terms and Conditions in Schedule 2 to the extent of any inconsistency:

(if Special Conditions are required for the SPA you are preparing, you must seek assistance from Council's Legal Team)

(a) (example) Clause 4.1 (a) of Schedule 2 is amended to the extent that the Supplier is only required to hold and maintain public liability insurance to a minimum sum of \$10 million per claim for the duration of the Term.	
Commencement Date	The date this Agreement is signed by both Parties Or some latter date (7 th September 2026) after the Agreement has been fully signed by both Parties.
End Date	31 / 05 / 2027 or earlier, TBC
Council Contact / Supervisor	Name: Michelle Joy Position: Principal Natural Resource Management Phone: 03 6264 9439 Email: mjoy@huonvalley.tas.gov.au Preferred contact method is via email
Supplier Contact / Key Personnel	Name: (Insert name of Supplier Contact) Position: (Insert position of Supplier Contact) Phone: (Insert phone number) Email: (Insert email)
ITEM 3: JURISDICTION	
Tasmania	
Signed for and on behalf of the Huon Valley Council by its duly authorised delegate	Signed for Supplier
Print Name: (Insert name and role of Council delegate) Signature: _____ Date: ____/____/____	Print Name: (Insert name and role of Supplier signatory #1) Signature: _____ Date: ____/____/____ Print Name: (Insert name and role of Supplier signatory #2) Signature: _____ Date: ____/____/____

Schedule 2

The terms of this Services Purchasing Agreement are as follows:

1. Agreement to supply the Services

- 1.1. The Supplier agrees to supply and Council agrees to acquire, the Services on the terms of this Services Purchasing Agreement (**Agreement**).
- 1.2. This Agreement commences on the Commencement Date and expires on the End Date unless terminated earlier in accordance with its terms.
- 1.3. This Agreement consists of Schedules 1, 2 and any Variation of this Agreement made in accordance with clause 14.5.

2. Payment for the Services

- 2.1. Council must pay the Charges to the Supplier, on receipt of a valid Tax Invoice, in accordance with the Payment Schedule.
- 2.2. Council may deduct any overpayment, debt or other amount the Supplier owes to Council, from any payment which is payable by Council to the Supplier.

3. Nature of the Agreement

- 3.1. This Agreement creates an independent contracting relationship between the Parties. It does not create a partnership, agency, joint venture or employment relationship.
- 3.2. The Supplier is liable for acts and omissions of its staff, employees, contractors and agents (**Personnel**) as if they were the Supplier's acts and omissions and is responsible for paying its Personnel and meeting its legal obligations to them.
- 3.3. Council will not provide the Supplier or its Personnel with any entitlements associated with employment, such as salary, leave benefits, superannuation, insurance, workplace equipment or the benefit of Council staff policies, unless this Agreement expressly provides.
- 3.4. Council may nominate a Supervisor in Schedule 1 or by notice in writing, who may represent Council in dealing with the Supplier, and with whom the Supplier may deal on day to day matters regarding implementation of this Agreement.

- 3.5. Personnel of the Supplier who will be involved in supplying the Services may be set out in Schedule 1, along with requirements applying to those Personnel.
- 3.6. The Supplier will not, nor permit any of its Personnel to, incur any liability on behalf of Council or in any way pledge the credit of Council or make any contract binding on Council, unless Council provides its express authority to do so.

4. Insurance

- 4.1. The Supplier must at its own expense hold and maintain for the term of this Agreement, on its own behalf and on behalf of its Personnel:

- (A) a professional indemnity policy to a minimum value of \$10,000,000 unless a lower amount is agreed by Council and set out in Schedule 1, for any one originating cause in respect of any liability of the Supplier or its Personnel, arising from negligence or breach of duty owed in contract or otherwise;
- (B) a public liability insurance policy to a minimum value of \$20,000,000 unless a

lower amount is agreed by Council and set out in Schedule 1, for any one originating cause in respect of bodily injury and death caused by any negligent act or omission of the Supplier or its Personnel arising from or in providing the Services;

- (C) workers compensation insurance as required by workers' compensation legislation applicable to the Supplier; and
- (D) will provide Council with copies of all insurances, on request.

5. Provision of the Services

- 5.1. The Supplier will provide the Services:

- (A) as directed from time to time by Council and in compliance with any Council policies listed in the Schedule 1 or otherwise notified to the Supplier. The Supplier agrees that the nature of Council's activities means directions and notifications may be given in any of a number of ways, including (but not limited to) in writing, verbally, in person, by mail, by email, by telephone or radio, by SMS or a similar

- application, in a manual or operating instructions, on the Council website or by a link to another website, or by notice or label posted at a Council premises; and
- (B) in a lawful, competent, professional and timely manner with the degree of skill, care and diligence expected of a provider of services such as the Services.
- 5.2. The Supplier will not commit any act or omission which directly or indirectly may cause damage to Council's interests, objectives or reputation.
- 5.3. The Supplier may engage in any other work during the term of this Agreement provided it does not create a conflict with the interests of Council and does not cause the Supplier to breach or potentially breach this Agreement.
- 5.4. In providing the Services, the Supplier must comply with all requirements of the *Work Health and Safety Act 2012* and any regulations, all applicable laws and meet any requirements for licensing, approvals, permits and the like for itself and its Personnel.
- 5.5. Council may, providing it acts reasonably and in accordance with this Agreement:
- (A) inspect the work relating to the Services at any time;
 - (B) reject any work or materials that are not in accordance with this Agreement or are of poor quality;
 - (C) direct the Supplier to correct work or replace materials;
 - (D) direct the Supplier to stop any activities which do not comply with any safety requirements as provided for in this Agreement; and
 - (E) direct the Supplier to stop any activities which, in Council's opinion, pose a serious threat of injury to any person or damage to the environment or any animal or plant.
- 6. Management of this Agreement**
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- 6.1. The Supplier must provide to Council any Reports, as set out in Schedule 1. Council from time to time may reasonably require the Supplier to provide additional Reports or information relating to the provision of the Services, or require changes to the format, frequency or content of Reports.
- 6.2. The Supplier must ensure that the benefit of any warranty that it

obtains from a manufacturer or supplier of materials is extended to Council.

6.3. The Supplier must provide all materials and equipment necessary to provide the Services, unless prior agreement is reached with the Council Contact/Supervisor.

6.4. The Supplier warrants that all materials, plant and equipment used by it are of high quality, suitable for the purpose and maintained and operated in accord with manufacturer's instructions.

6.5. The Supplier must not store or use any dangerous substance on Council property without Council's prior written consent. As a condition of any consent, the Supplier agrees:

- (A) to supply Council with a material data safety sheet and an action plan for incidents and disposal;
- (B) to store such substances and their containers away from Council property and in accordance with regulatory requirements and the material data safety sheet; and
- (C) to ensure that all Personnel using the substances are appropriately trained in their use, hold appropriate

certificates of training and use correct protective clothing and equipment where required.

7. Council Property

7.1. The Supplier must take effective measures for the protection and safety of all persons, Council property and equipment and neighbouring or nearby property, while the Supplier is carrying out the Services.

7.2. The Supplier is liable for any damage to Council property caused by the Supplier or its Personnel in the performance of Services.

7.3. The Supplier must not cause nuisance or inconvenience to the owners, tenants or occupiers of Council property or neighbouring property.

7.4. The Supplier must at its own expense keep safely any equipment (such as keys, machinery, vehicles or tools) that Council provides, use it only in providing the Services, notify Council immediately upon loss or damage, and return it to Council before or as soon as practical after the expiry or termination of this Agreement.

7.5. The Supplier must avoid interference with or damage to the native plants or animals or

their habitats on Council land (unless Council would reasonably be regarded as being aware of such interference or damage because it is an inherent part of carrying out the Services). Supplier must stop work immediately and inform Council if Supplier suspects that the work might interfere with or damage any native plant, animal or habitat.

8. Intellectual Property Rights

- 8.1. The Supplier acknowledges that unless otherwise agreed, all Intellectual Property Rights in the materials, writing, documents, plans, concepts, strategies, processes and reports (**Work**) created by the Supplier, Council or jointly in connection with the provision of the Services belongs to Council and that Council is exclusively entitled to all material and any information derived or generated from the Work and that Council may use, copy, license, adapt, transmit, publicly perform, publish, display or delete the Work, with or without acknowledgment of the involvement of the Supplier, as it sees fit.
- 8.2. The Supplier assigns to Council its entire right, title and interest in and to any Intellectual Property Rights in the Work which the

Supplier creates, develops or improves during provision of the Services.

- 8.3. The Supplier must do all such acts and sign all such documents as Council may reasonably request to protect or secure Council's Intellectual Property Rights in the Work, including obtaining written undertakings from the Supplier's Personnel.
- 8.4. To the fullest extent allowable under any applicable law, the Supplier irrevocably and unconditionally waives or assigns to Council (or agrees upon creation of the Work to waive, on the terms set out in this clause 8) all *moral rights* or *droit moral*, or any similar rights, in any country of the world, which the Supplier may have in the Work.
- 8.5. This clause 8 survives the expiry or termination of this Agreement.

9. Conflicts of Interest

- 9.1. The Supplier warrants that neither it nor any of its Personnel has or will at any time during this Agreement have an interest or obligation that would in any way interfere or conflict with the provision of the Services by the Supplier to Council under this Agreement.
- 9.2. The Supplier must immediately and fully disclose to Council all

benefits, gifts or commissions promised to or received by the Supplier or any of its Personnel from any third party in connection with the Services.

- 9.3. If the Supplier becomes aware of any interest or obligation of the Supplier or its Personnel that may raise an actual or potential conflict with its obligations to Council under this Agreement, it must immediately inform Council. The Supplier must comply with any reasonable direction of Council in relation to resolution of the disclosed conflict.

10. Confidentiality

- 10.1. The Supplier recognises that in performing its obligations under this Agreement, the Supplier may create, may have access to or acquire knowledge and material which is Confidential Information.
- 10.2. The Supplier must not make public or disclose to any other person any Confidential Information, unless:
- (A) with the prior written consent of Council; or
 - (B) to its Personnel, solely for the purpose of performing this Agreement, and ensuring that the recipient is subject to and complies

with the same confidentiality obligations as the Supplier; or

- (C) as required by law, in which event Supplier will provide Council prior notice and assist Council in managing the publication or disclosure.

- 10.3. The Supplier must use Confidential Information only for the purposes of providing the Services. The Supplier must not make improper use of any Confidential Information to gain, directly or indirectly, an advantage for Supplier or for any other person or to cause detriment to Council.

- 10.4. Each Party will keep the terms of this Agreement confidential.

- 10.5. Upon request from Council, at any time during or after the term of this Agreement, the Supplier will deliver to Council all materials containing Confidential Information and held by the Supplier.

- 10.6. This clause 10 survives the expiry or termination of this Agreement.

11. Liability and Indemnity

- 11.1. The Supplier is liable to Council without limitation or exclusion for all acts and omissions of the Supplier and its Personnel in providing the Services.

11.2. The Supplier indemnifies Council against any claim, damage, loss, liability, cost or expense incurred or sustained by Council, the Supplier, Personnel of the Supplier or any third party as a direct or indirect consequence of the Supplier's provision of the Services.

11.3. This clause 11 survives the expiry or termination of this Agreement.

12. Termination

12.1. Council may at any time terminate this Agreement by written notice with effect immediately, or a later date specified in the notice, without prejudice to its rights under this Agreement, if one of the following events occurs:

- (A) The Supplier fails or refuses to perform any of the Services;
- (B) The Supplier fails to perform the Services in a competent, professional and timely manner;
- (C) The Supplier commits an act or omission which could reasonably be expected to have or does have a material and adverse effect on Council's interests;
- (D) The Supplier commits an act or omission in relation to the Services which is, or

is reasonably considered by Council to be, unlawful;

- (E) The Supplier breaches a term of this Agreement and either the breach is irremediable, or Supplier fails to remedy the breach within fourteen (14) days of written notice from Council specifying the breach; or
- (F) The Supplier becomes bankrupt, insolvent or subject to an application for bankruptcy or insolvency, stops or suspends or threatens to stop or suspend payment of all or a class of its debts, has an administrator appointed over all or any of its assets or any step preliminary to the appointment of an administrator is taken, has an application to a court made or other steps taken for its winding up, deregistration or dissolution, or enters an arrangement with or assignment for the benefit of any of its creditors.

12.2. Council may at any time terminate this Agreement where in the reasonable opinion of Council there is a legitimate business reason justifying early termination. This may include a significant financial or other

change in the circumstances or operations of Council, or significant change in the type of services required by Council.

- 12.3. In the event of termination, the Supplier will be entitled to invoice Council for any Charges payable for Services supplied up to the date of termination in accordance with this Agreement but must not claim any other amounts in respect of this Agreement.

13. Directions to Vary the Services

- 13.1. Council may direct the Supplier to increase, decrease or delete any part of the Services, change the materials the Supplier is using, or carry out urgent or additional work in relation to the Services.
- 13.2. The Supplier may only vary the Services if Council directs it to in accordance with clause 13.1. The Supplier must confirm its Agreement to the variation as soon as practical after it receives such direction.
- 13.3. If the Supplier believes the variation requires a change to the Charges or the Payment Schedule, the Supplier may submit a variation proposal to Council. The Parties must enter a Variation Agreement before the Supplier commences any work

affected by the variation. Council is not required to pay any Charges it has not agreed to in writing.

14. General

- 14.1. This Agreement contains the entire agreement of the Parties with respect to its subject matter. It sets out the only terms and conduct relied on by the Parties and supersedes all earlier terms and conduct by the Parties with respect to its subject matter.
- 14.2. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that or any other right or remedy.
- 14.3. Each Party will take all steps, execute all documents and do everything reasonably required by the other Party to give effect to transactions contemplated by this Agreement. Each Party must pay their own costs associated with the negotiation and performance of this Agreement.
- 14.4. This Agreement may be executed electronically and in any number of counterparts. All counterparts

taken together will be taken to constitute one document.

14.5. This Agreement may be amended by a Variation Agreement in writing.

14.6. This Agreement is governed by the laws of the jurisdiction set out in Item 3 of Schedule 1. The Parties submit to the exclusive jurisdiction of courts exercising jurisdiction there.

14.7. The Supplier acknowledges that the *Ombudsman Act 1978* empowers the Ombudsman Tasmania to investigate matters in the public interest. The Supplier must ensure compliance with all obligations arising under this Act.

14.8. The *Right to Information Act 2009* gives members of the public a legally enforceable right to obtain information contained in the records of the Government and public authorities, including contracts held by the Council, unless the information is exempt information. The Supplier consents to any disclosures made, as a result of the Council complying with its obligations under the *Right to Information Act 2009*, subject to any legally required consultation.

14.9. Any notice given under this Agreement must be in writing in hard copy or electronic form, and

addressed to the Contact / Supervisor / Key Personnel for the relevant Party specified in Schedule 1. Notices in hard copy must be directed to the Postal Address specified for the recipient in Schedule 1, and notices in electronic form must be emailed to the Contact / Supervisor / Key Personnel email address specified for the recipient in Schedule 1, unless the recipient has nominated different contact details. A notice will be treated as having been received, if sent by post, on the date it is so received at that postal address or, if sent by email, the date the email is marked as sent to the specified recipient email address.

14.10. The rights and obligations of each Party under this Agreement are personal. They cannot be assigned, charged or otherwise dealt with, without the prior written consent of the other Parties. Any such consent by Council does not relieve Supplier from any of the responsibilities or obligations under this Agreement.

15. Definitions

15.1. The terms ***Council, Charges, Commencement Date, End Date, Key Personnel, Key Terms, Payment Schedule,***

Services and **Supplier** have the meanings given to them in Schedule 1.

15.2. The following definitions apply unless the context requires otherwise:

Confidential Information means all information of Council which is disclosed to the Supplier in connection with the performance of this Agreement, including:

- (a) information relating to technology, processes, inventions, and designs that are used or developed by or for Council;
- (b) trade secrets and know-how and information of a commercially sensitive nature concerning the activities of Council, its methods of operation, fundraising, marketing, land management and other practices;
- (c) competitive and financial information concerning Council;
- (d) communications between the Parties or between any or all Parties and a third person relating to Council; and
- (e) information which is generated by the Supplier or Council or both, in

providing or receiving the Services,

but does not include any information which:

- (f) is in or comes into the public domain otherwise than by disclosure in breach of this Agreement; or
- (g) becomes available to the Supplier from a third person entitled to possess the information and provide it to the Supplier, if the use or disclosure accords with the right or permission granted to the Supplier by that third person.

GST, GST Amount and GST Law

have the meanings given in A *New Tax System (Goods and Services Tax) Act 1999*. The terms ***GST, Input Tax Credit, Tax Invoice*** and ***Taxable Supply*** have the meanings given to them in the GST Law.

Intellectual Property Rights

means any industrial or intellectual property rights protectable by statute, at common law or in equity, including but not limited to the following:

- (a) copyright, trademarks, designs or design rights, patents, inventions, technologies, trade secrets,

and other similar
proprietary rights
(irrespective of whether
such rights are registered);
and

- (b) any application or right to
apply for registration of any
of the rights referred to in
paragraph (a).

Parties means the parties to this
Agreement and **Party** has a
corresponding meaning.