



TRADING TERMS AND CONDITIONS

DATE OF AGREEMENT:			
COUNCIL:	Logan City Council		
ABN:	21 627 796 435		
Address:	City Administration Centre 150 Wembley Road LOGAN CENTRAL QLD 4114	Postal Address:	PO Box 3226 LOGAN CITY DC QLD 4114
Telephone No:	(07) 3412 3412	Facsimile No:	(07) 3412 3444
Email address:	1. council@logan.qld.gov.au		
Area responsible within Council:	2. Branch: Logan Water	Phone: 3412 4505	Accounts Receivable: 07 3412 5409
THE PURCHASER:		Name of Purchaser's Representative:	
Company Name:		Trading Name or Business Name:	
ABN:		ACN:	
Business Address:		Postal Address:	
Telephone No:		Facsimile No:	
Email address:		Bank:	
		Branch:	
Registered for GST:	<input type="checkbox"/> Yes <input type="checkbox"/> No	BSB No.:	Account Name and No.:
Director(s) / Partner(s) details:	1. Name: Residential Address: Telephone Number: Date of Birth: Driver's Licence Number: 2. Name: Residential Address: Telephone Number: Date of Birth: Driver's Licence Number:		

Type of Business (please tick box):	<input type="checkbox"/> Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Incorporated Association <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Other (please specify)		
Status of business premises (please tick box):	<input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <input type="checkbox"/> Leased <input type="checkbox"/> Other (please specify) If business premises are mortgaged, please insert: 1. mortgagee's name - _____; and 2. mortgagee's telephone number - _____. If business premises are leased, please insert: 1. landlord's name - _____; and 2. landlord's telephone number - _____.		
ACCOUNT DETAILS:	Detailed description of Goods to be provided by Council:	Estimated Monthly Usage:	Maximum Credit Limit:
AMOUNT PAYABLE BY PURCHASER (please tick box):	<input type="checkbox"/> Total of invoiced amount <input type="checkbox"/> Other (please specify) \$.....	WHEN AMOUNT OF INVOICE IS PAYABLE BY PURCHASER FROM DATE OF INVOICE (please tick box)	<input type="checkbox"/> 7 days <input type="checkbox"/> 14 days <input type="checkbox"/> 30 days
IS THE PURCHASER REQUIRED TO TAKE OUT PUBLIC LIABILITY INSURANCE COVER (please tick box):	<input type="checkbox"/> Yes, in an amount not less than \$10 million <input type="checkbox"/> No		
Policy No.	Expiry Date:		
Excess:	Insurer:		
OTHER INSURANCE			
DESCRIPTION OF GOODS			
PURPOSE FOR WHICH GOODS PROVIDED (please tick box):	<input type="checkbox"/> Personal <input type="checkbox"/> Domestic <input type="checkbox"/> Household <input type="checkbox"/> Commercial / Business	FREQUENCY WITH WHICH GOODS REQUIRED (please tick box):	<input type="checkbox"/> One-off <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (please specify)
PLACE FOR DELIVERY OF GOODS (or if premises hire is required, please specify premises):			
DATE AND TIME FOR DELIVERY OF GOODS:			

TRADE REFERENCES:			
Name:	Address:	Telephone Number:	Facsimile No.:
Name:	Address:	Telephone Number:	Facsimile No.:
Name:	Address:	Telephone Number:	Facsimile No.:

CREDIT AUTHORITY Each person comprising the Purchaser agrees that the Council may, whenever it considers it necessary, do any of the following, as applicable:

- give information about the Purchaser to a credit reporting agency, including for the purpose of obtaining a consumer credit report about the Purchaser and/or allowing the credit reporting agency to create or maintain a credit information file containing information about the Purchaser;
- obtain information about the Purchaser from a credit reporting agency, including for the purpose of assessing the Purchaser’s application for consumer credit;
- obtain a consumer credit report containing information about the Purchaser from a credit reporting agency for the purpose of assessing the Purchaser’s application for commercial credit and for the purpose of collecting overdue payments relating to commercial credit owed by the Purchaser;
- obtain information about the Purchaser (such as the Purchaser’s credit worthiness and credit history) from credit providers named in any consumer credit report issued by a credit reporting agency.

SIGNED FOR AND ON BEHALF of)
THE COUNCIL OF THE CITY OF LOGAN)
 by [Delegated Officer])
 pursuant to a Delegated Authority:)

Signature

.....
 Full Name (Council Officer to sign)

(Applicant to sign below)

AGREEMENT)
EXECUTED by

.....
 (insert position such as Sole Director and
 Sole Company Secretary)

.....
 (insert name (print))

IT IS AGREED

1 MEANING OF KEY WORDS

“**Account**” means the account established by Council at the request of the Purchaser for the purpose of supplying the Goods.

“**Agreement**” means this agreement between Council and the Purchaser including the **Schedule** and the Terms and Conditions.

“**Council**” means Logan City Council.

“**Goods**” means the goods or services provided by Council to the Purchaser on the basis set out in the **Schedule**.

“**Personal Information**” has the meaning given in the *Information Privacy Act 2009 (Qld)*.

“**Purchaser**” means the person named in the **Schedule**.

“**Purchaser’s Representative**” means the person named in the **Schedule**.

“**Schedule**” means the schedule of information attached to the front of this document to be completed by the Purchaser and Council.

“**Terms and Conditions**” means the terms and conditions set out in this document to which the Purchaser has agreed to be bound and includes such amendments to the Terms and Conditions as may be notified to the Purchaser in writing from time to time.

2 THE PURCHASER’S UNDERSTANDING OF THE AGREEMENT

2.1 The Purchaser acknowledges and agrees that:

- (a) the information provided by the Purchaser in the **Schedule** is true and accurate and was relied on by Council in entering the Agreement;
- (b) the Purchaser will notify Council in writing immediately if the information provided by the Purchaser in the **Schedule** changes;
- (c) the provision of the Goods is subject to these Terms and Conditions;
- (d) the Purchaser has read and understood the Terms and Conditions and has sought independent legal advice if clarification of the Terms and Conditions was required;
- (e) the Purchaser’s rights and obligations under the Agreement shall not be assigned to any other party;
- (f) the Purchaser’s Representative will be available at all times and be able to be contacted by Council when any activities relating to this Agreement are taking place; and

- (g) matters within the knowledge of the Purchaser's Representative shall be deemed to be within the knowledge of the Purchaser.

3 PAYMENT

- 3.1 Council will issue to the Purchaser an invoice for the provision of the Goods to the Purchaser.
- 3.2 The amount of the invoice shall be paid by the Purchaser to Council for the amount stated in the **Schedule** within the time nominated in the **Schedule**.
- 3.3 The Purchaser shall pay all GST payable under or in connection with this Agreement.
- 3.4 Without limiting the Purchaser's obligations under **clauses 3.2 and 3.3** and subject to any express terms in the **Schedule** to the contrary, the Purchaser must pay the whole amount of any invoice issued by Council without deduction or set off, even if all or part of the invoice is disputed by the Purchaser.
- 3.5 Any disputes relating to the amount of any invoice must be notified to Council in writing within 10 days of the date of the invoice, otherwise the Purchaser is deemed to have accepted that the amount of the invoice is true and correct.
- 3.6 If the Purchaser fails to make payment to Council in accordance with the Agreement, interest on the amount of any outstanding Account balance will accrue at the rate of interest applicable to overdue rates under the *Local Government Act 1993* compounding daily.

4 CONFIDENTIAL INFORMATION

The Purchaser shall not and shall ensure that its employees do not disclose to any person or make public any information obtained by it in relation to this Agreement unless such disclosure is required by law.

5 CANCELLATION OF REQUEST FOR GOODS

- 5.1 If the Purchaser wishes to cancel its request for the Goods, the Purchaser shall give written notice to Council within 24 hours of the date upon which the Goods are to be provided to the Purchaser by Council.
- 5.2 Council shall not debit the cost of the Goods to the Account if the Purchaser complies with **clause 5.1**.

6 DELIVERY OF GOODS

- 6.1 Council shall deliver the Goods to the Purchaser by delivering and unloading them at the place, date and time for delivery of the Goods nominated in the **Schedule**.
- 6.2 If it becomes evident to Council that delivery of the Goods under the Agreement has been or will be delayed by any cause whatsoever, Council shall promptly notify the Purchaser in writing of the possible or actual delay.
- 6.3 Subject to Council's compliance with **clause 6.2**, Council is entitled to an extension of time for delivery of the Goods if Council is delayed in delivering the Goods.
- 6.4 Risk in the Goods shall pass from Council to the Purchaser upon delivery of the Goods to the Purchaser.
- 6.5 Property in the Goods shall pass from Council to the Purchaser upon payment for the

Goods by the Purchaser.

- 6.6 If the Purchaser discovers that the Goods do not comply with the description in the **Schedule**, the Purchaser must, within 3 days of the date of delivery of the Goods, notify Council in writing and Council shall replace the Goods (or in the case of services, re-perform those services) in accordance with the description in the **Schedule**.

7 DEFAULT BY THE PURCHASER

- 7.1 If the Purchaser breaches any term of the Agreement, Council may give the Purchaser notice that it requires the breach to be remedied. If the breach is not remedied within the time specified in the notice, or, if no time is specified, promptly, Council may suspend or terminate the Agreement.
- 7.2 If the Purchaser is insolvent according to the terms of the Corporations Act, commits an act of bankruptcy, has a bankruptcy petition presented against it, is made bankrupt, has a scheme of arrangement or composition with creditors entered into in relation to it, is placed under administration or is threatened to be placed under administration, has a receiver, or mortgagee in possession appointed to it or a part of its property, has an application made to a court for the winding up of it or winding up order is made, then Council may by written notice, terminate the Agreement immediately.
- 7.3 If the Agreement is terminated by Council pursuant to this clause or otherwise, including clause 9, then:
- (a) the total amount owing from the Purchaser to Council on the Account is payable on demand; and
 - (b) Council may take whatever enforcement action is necessary to recover any outstanding moneys, including without limitation, instituting legal proceedings.
- 7.4 All rights vested in Council by this clause shall be additional to and shall not derogate from its rights at law or under the Agreement.
- 7.5 If Council suspends the Agreement pursuant to this clause Council may in its discretion lift such suspension if the Purchaser remedies the breach referred to in clause 7.1.

8 RISKS AND INSURANCE

- 8.1 To the fullest extent permitted by law:
- (a) subject to the Purchaser's compliance with **clause 6.6**, Council's liability to the Purchaser for any failure in the Goods complying with the description in the **Schedule** is limited to the replacement cost of the Goods; and
 - (b) the Purchaser indemnifies and releases Council from:
 - (i) all claims in relation to loss, damage or injury suffered by the Purchaser or any employee, agent or contractor of the Purchaser; and
 - (ii) any special, indirect or consequential loss or damage;
arising out of or as a consequence of Council providing the Goods to the Purchaser.
- 8.2 If specified in the **Schedule**, the Purchaser shall take out public liability insurance with an insurer approved by Council and upon such terms and conditions as Council requires for

the amount specified in the **Schedule**.

- 8.3 The Purchaser shall effect and maintain any other insurances as Council may reasonably instruct.

9 TERMINATION FOR CONVENIENCE

Council may terminate the Agreement at any time by giving to the Purchaser 5 days written notice, whether or not the Purchaser has breached the Terms and Conditions.

10 DISPUTES

- 10.1 The parties agree to attempt in good faith to resolve any dispute arising out of or in connection with the Agreement provided that any dispute alleged by the Purchaser is notified to Council in writing within 10 days of the Purchaser becoming aware of the facts or circumstances giving rise to the alleged dispute.
- 10.2 If the parties do not resolve any dispute or difference within 30 days of the dispute or difference arising, then either party may proceed to litigation.

11 COSTS

In addition to its payment obligations under **clause 3** of the Agreement, the Purchaser shall pay Council its reasonable costs in enforcing, attempting to enforce or taking any other action out of or in connection with the Agreement.

12 GOVERNING LAW AND JURISDICTION

The Agreement is governed by and is to be construed in accordance with the laws applicable in Queensland and the parties waive any right to object to any proceedings being brought in any court other than the courts of Queensland.

13 LIABILITY

An obligation of two or more persons binds them separately and together.

14 ENTIRE UNDERSTANDING

- 14.1 The Agreement contains the entire understanding between the parties as to the subject matter of the Agreement.
- 14.2 All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of the Agreement are merged in and superseded by the Agreement and are of no effect. No party is liable to any other party in respect of those matters.
- 14.3 No oral explanation or information provided by any party to another:
- (a) affects the meaning or interpretation of the Agreement; or
 - (b) constitutes any collateral agreement, warranty or understanding between any of the parties.

15 SERVICE OF DOCUMENTS

- 15.1 A notice, approval, consent, or other document in connection with this Agreement shall be delivered by hand, sent by registered mail, transmitted by facsimile or by electronic mail to

the address of the party set out in the **Schedule** or in the case of electronic mail to both of Council's addresses set out in the **Schedule**, or any replacement address notified by one party to the other in writing.

16 PERSONAL INFORMATION

16.1 16.1 Subject to the Credit Authority in the Schedule, all Personal Information collected by the Council pursuant to this Agreement:

- (a) will be used by the Council for the purpose of providing the Goods and Services and establishing the Account; and
- (b) will be treated strictly in accordance with the Council's applicable Privacy Policy (a copy of which can be obtained from the Council on request).