

## **Simple Contract Terms (Goods or Services)**

### **1 Agreement**

- 1.1 The Supplier has agreed to supply the Goods or Services to the Customer in accordance with the Contract.
- 1.2 The Contract

- 5.5 If the Customer does not reject the Goods or Services during the Acceptance Period, the Customer is taken to have accepted the Goods or Services.
- 5.6 Acceptance of the Goods or Services does not relieve the Supplier of its obligations under the Contract or at Law.

6 **Access to Premises**

the *State Records Act 2000 (WA)* without the prior written consent of the Customer.

## **9 Liability and Indemnity**

- 9.1 The Supplier indemnifies the Customer, its Personnel and the State of Western Australia against any Claim or Loss arising from or in connection with:



- (f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment of money or the recovery of any property;
- (g) a body corporate:
  - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation;
  - (ii) stops or suspends payment of all, or a class of, its debts;
  - (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
    - (A) insolvent or unable to pay its debts when they fall due; or
    - (B) the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act;
  - (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the Corporations Act; or
  - (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- (h) a person becomes an insolvent under administration as defined in the Corporations Act, or is placed under external administration or special administration for the purposes of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth), or action is taken which could result in that event;
- (i) a person dies, ceases to be of full legal capacity or otherwise becomes incapable of managing its own affairs for any reason; or
- (j) anything analogous or having a substantially similar effect to any of the acts or events specified above happens under the Law of any applicable jurisdiction.

**Intellectual Property Rights** means patents, copyright, rights to circuit layouts, registered designs, trade marks, plant breeder's rights, database rights and the right to have confidential information (being information which is capable of being protected by way of an action for breach of confidence) kept confidential and any application or right to apply for registration of any of those rights.

**Law** means Commonwealth, Western Australian and local government acts, ordinances, regulations, by-laws, orders, awards and other subordinate legislation, the common law and principles of equity.

**Loss** includes any liability of any kind whatsoever, cost, expense, loss, personal injury (including illness), death or damage and includes direct and indirect, consequential or special damage, loss of use, loss of revenue and loss of profit.

**Moral Rights** has meaning given in the *Copyright Act 1968* (Cth).

**Moral Rights Consent** means a waiver of Moral Rights to the extent permitted by Law and an

unconditional consent to any act or omission in relation to the New Material and Existing Material by or on behalf of the Customer or its Personnel or authorised person.

**New Material** means anything created by the Supplier under the Contract in which Intellectual Property Rights subsist.

**Offer** means the offer submitted by the Supplier in response to the Request for Quote.

**Personnel** means the officers, employees, agents, contractors and subcontractors of a party (other than, in respect of the Customer, the Supplier).

successors, substitutes (including a person taking by novation) and permitted assigns;

- (h) if the Supplier consists of a partnership or joint venture, then: