

Supplier Terms and Conditions

Below are the terms and conditions set out by the City of Belmont relating to the involvement of suppliers at community events.

1. **CONTRACT** – This form, when properly signed and bearing an invoice number, is the only form which will be recognised by the City of Belmont. No terms stated by the Supplier in accepting or acknowledging these conditions shall constitute a waiver to any of the “Terms and Conditions” as set out in these Terms and Conditions.
2. **CONDITIONS** – None of the standard conditions shall be varied, waived, discharged or released unless by the express consent of the City of Belmont in writing.
3. **CODE OF CONDUCT** – The Supplier will comply with all aspects of the Code of Conduct set out in the supplier handbook.
4. **PAYMENT** – Payments will be made following the event nett 30 days which means 30 days from the end of the month in which the tax invoice is received by the City of Belmont. For example, if a tax invoice is dated anytime in January, it is paid at the end of February. If an event is cancelled the following payment schedule will apply:
 - a. Between 7 and 14 days prior to installation/delivery 10% of the total cost
 - b. Up to 7 days prior to the installation/delivery 30% of the total cost
 - c. 24 hours prior to the installation/delivery 50% of the total cost
5. **TAX INVOICES** – The City of Belmont requires one tax invoice for each purchase order number. A compliant tax invoice must show the correct order number, the Supplier’s Australian Business Number (ABN), the name of the Supplier and the name of the Purchaser and the destination to which the merchandise was delivered or shipped. Supplier tax invoice is to show Goods and Services Tax (GST) as a separate line item, all prices stated on the purchase order will be “inclusive” of GST. Tax invoices which do not quote the Purchase order number may be returned for the information to be provided by the Supplier. If Supplier is not registered for GST and does not have an ABN, Supplier invoice must be submitted with a Statement by Supplier form. If any

duty, excise, or other similar tax or charge for which the Purchaser has not furnished or agreed to furnish an exemption certificate is applicable to this order, it must be stated separately on the tax invoice.

6. **STANDARDS** – The Supplier will comply with all occupational health and safety standards and other standards specified.

7. **SAFETY, HEALTH AND FIRE PROTECTION** - Suppliers shall take all reasonable precautions in the performance of the services to protect the health and safety of employees and members of the public and to minimise danger from all hazards to life and property and shall comply with all national, state and local health, safety and fire protection laws, regulations and requirements (including reporting requirements). In the event that the Supplier fails to comply with said regulations or requirements of the City, the City may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work. In addition to the foregoing, the Supplier shall comply with all safety rules and regulations and personal protective equipment requirements when working for the City of Belmont. This includes any COVID requirements and directions including the provision of hand sanitizers for public use at service area(s).

8. **ELECTRICAL EQUIPMENT** – All electrical equipment must comply with Australian Standard AS3760: In service safety inspection and testing of electrical equipment. All tags must be available for inspection at any time during the event. The City of Belmont will not be responsible for any costs incurred if equipment has been deemed non-compliant.

9. **INSURANCE** – The Supplier must provide a copy of their current Public Liability Insurance, with cover of no less than \$20 million.

10. **OPERATOR LICENCES AND COMPETENCIES** – All operators of classified plant and equipment must hold and produce a current valid certificate of competency issues under the relevant legislation. This includes but is not limited to: Forklift, Boom Type EWP, Dogging/Rigging, Scaffolding.

By completing and submitting the Stallholder Expression of Interest Application the Supplier agrees to the terms and conditions as stated above.