

Energy Safe Victoria

Standard terms and conditions

Definitions

In this document -

ESV means Energy Safe Victoria;

“the Order” means the goods and/or services described in the ESV Purchase Order to which these terms and conditions are attached; *“the Responsible Officer”* means the ESV officer specified in the Order.

“the Vendor” means the person described as such in the Order.

Contract between ESV and the Vendor

The Vendor’s acceptance of the Order creates a contract between ESV and the Vendor. The Vendor is deemed to have accepted the Order on:

- the day on which the Vendor receives the Order; or
- when the Vendor starts supplying goods or services to ESV under the Order -

whichever occurs first.

Unless otherwise agreed in writing, the contract finishes upon satisfactory provision of the goods or supply of the services described in the Order.

Employees and sub-contractors

The Vendor shall not sell or assign the Order or sub-contract the performance of the Order without the prior written approval of ESV.

The Vendor shall only employ or engage competent persons in the performance of the Order and ESV may reasonably direct the Vendor to remove persons engaged by the Vendor from providing services or carrying out work required under the Order.

Indemnity

The Vendor indemnifies ESV and its officers and employees from all actions, claims, loss, costs and expenses which ESV incurs arising out of or as a consequence of the provision of the goods or services under the Order. The Vendor’s liability under this clause shall be reduced proportionately to the extent that any negligent act or omission by ESV or its officers and employees caused or contributed to any such loss, costs or expenses.

ESV shall not be responsible for any loss or injury to the Vendor or the Vendor’s employees and sub - contractors unless due to ESV’s negligence or wrongful act or omission and in that event ESV’s liability shall be reduced proportionately to the extent that negligence of the Vendor or its employees or sub-contractors contributed to the loss or injury

Insurances

The Vendor must take out and maintain the insurances specified in the Order and provide evidence of insurance to ESV before engagement commences.

Compliance with laws

The Vendor shall comply with all relevant laws and requirements in performing the Order and shall supply evidence of compliance upon the request and to the reasonable satisfaction of the Responsible Officer.

Intellectual property

Property and copyright in all documents, papers, drawings, maps, calculations, information and instructions prepared or produced in connection with performing the Order shall belong exclusively to ESV. Nothing in this clause affects or alters the Vendor's ownership or rights to any pre - existing intellectual property.

Confidentiality

The Vendor shall not, without the consent in writing of the Responsible Officer, divulge the existence or details of the Order or release to a third party any information that is received or created in connection with the Order other than to persons engaged in carrying out the Order.

Privacy

The Order is a "State contract" for the purposes of section 17 of the **Privacy and Data Protection Act 2014** (Victoria) and the Vendor is bound by the Information Privacy Principles in that Act with respect to any act done or practice engaged in by the Vendor for the purposes of performing the Order in the same way and to the same extent as ESV is or would have been bound with respect to that act or practice had it been done or engaged in directly by ESV.

Termination of contract

ESV may terminate the Order by giving the Vendor at least 14 days' written notice if, in the reasonable opinion of the Responsible Officer, the goods supplied by the Vendor or the Vendor's standard of work is unsatisfactory or the Vendor fails to observe these terms and conditions.

The Responsible Officer shall value any work satisfactorily carried out on a pro-rata basis as at the date of termination having regard to the price specified in the Order.

Notices

A notice or communication under or for the purposes of the Order must be in writing, signed by or on behalf of the person giving it and addressed or sent by post or email to the other party.

Terms of payment

ESV will make payment within 30 days after receipt of the Vendor's tax invoice and on certification by the Responsible Officer that the invoiced goods or services have been supplied or completed to the satisfaction of ESV.

General

The Order and these terms and conditions represent the entire agreement between the parties and supersedes all previous agreements and representations. The Order is governed by the laws of Victoria and the parties submit to the jurisdiction of the courts of Victoria.

Smoking is not permitted inside ESV's buildings.