

New Vendor Information Form

General Details	
Vendor Trading Name	
Vendor Legal Entity Name	
Australian Business Number (ABN)	
Are you currently registered for GST	<input type="checkbox"/> YES <input type="checkbox"/> NO

Contact Details	
Address (Street Address or PO Box, City, State, Postcode)	
Phone (&Fax)	
Email	
Contact Person	
Contact Person email (if different from above)	

Bank Details	
*Please note that our preferred payment method is EFT and we are unable to process payment to credit cards.	
Account Name	
Bank Name Account Number	
BSB	
Account Number	
Payment Reference	

<p>I acknowledge and agree that I am responsible for any professional services or advice delivered to Sunshine Coast Health Network Ltd t/a Central Queensland, Wide Bay, Sunshine Coast PHN (the PHN).</p> <p>I have all of the required:</p> <ul style="list-style-type: none"> • Licences; • Experience; • Skills; • Knowledge; and • Competences <p>to lawfully perform the services and/or to supply the goods and I am fully qualified and insured to do so.</p>	<input type="checkbox"/> YES
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Terms & Conditions

1. Goods and Services

Sunshine Coast Health Network Ltd. t/a Central Queensland, Wide Bay, Sunshine Coast PHN will issue a purchase order for the supply of goods and/or services, which will be subject to the following terms and conditions:

2. Definitions

- a. **"Delivery Date(s)"** means the date or dates for delivery of the goods and/or services as specified in the purchase order ("Expected Arrival");
- b. **"End Date"** means the last day of each financial year;
- c. **"Goods"** means the goods to be supplied by the vendor to the PHN as specified in the "Description" of the purchase order including such other goods as may be agreed by the parties in writing in accordance with these terms and conditions;
- d. **"Parties"** means the vendor and the PHN;
- e. **"the PHN"** means Sunshine Coast Health Network Ltd. t/a Central Queensland, Wide Bay, Sunshine Coast PHN.;
- f. **"Price"** means the price (including GST) specified as "Total purchase order" of the purchase order for the supply of the goods and/or services to the PHN;
- g. **"Purchase Order"** means the order for the supply of the goods and/or services as subject to the terms and conditions stated in this document and as may be varied from time to time by the parties by agreement in writing;
- h. **"Services"** means the services to be supplied by the vendor to the PHN as specified in the "Description" of the purchase order including such other services as may be agreed by the parties in writing in accordance with these terms and conditions;
- i. **"Start Date"** means "PO Date" specified in the purchase order;
- j. **"Vendor"** means the vendor specified in "Vendor Details" of the purchase order;
- k. **"Supply Period"** means the period of supply of the goods and/or services starting from the start date and ending on the end date, (subject to extension as agreed between the parties), and subject to early cancellation in accordance with clause 8.

3. Effect

The PHN and the vendor agree that any supply of goods and/or services, as stated in the purchase order, will be subject to these terms and conditions, which will prevail over any terms issued by the vendor unless otherwise agreed in writing by the PHN and the vendor. These terms may only be varied with the written consent of the PHN.

4. Period of Supply

- 4.1 The vendor must supply the goods and/or services for the supply period.
- 4.2 The vendor must supply the goods and/or services to the PHN in accordance with the dates stipulated in the purchase order or on the dates otherwise agreed by the parties. If any delay in supplying the goods and/or services occurs or is foreseen, the vendor must immediately notify the PHN of the cause and anticipated length of the delay.
- 4.3 With reasonable notice in writing to the vendor, the PHN may request a variation to the scope or timing of the goods and/or services. The vendor shall use its reasonable endeavours to comply with the PHN's request.
- 4.4 The vendor may not sub-contract its obligations to the PHN to third parties at any time without the prior written consent of the PHN.

5. Conditions as to quality

The vendor will ensure that:

- 5.1 It complies with all applicable laws and quality standards and holds all applicable licences, registrations and other legal requirements to provide the goods and/or services to the PHN;
- 5.2 The services will be provided using due care, skill and diligence by appropriately trained and qualified personnel;
- 5.3 Any goods supplied will be new, of merchantable quality, free from defects and will be reasonably fit for the PHN's purpose;
- 5.4 Any goods supplied will from the date of delivery be warranted for a twelve-month period or the period of an applicable manufacturer's warranty, whichever is longer;
- 5.5 Any goods and/or services provided will conform to the PHN's specifications, as outlined in the purchase order, and any other description agreed by the parties.
- 5.6 Without prejudice to any other right or remedy available to the PHN, if any goods and/or services are not supplied or performed in accordance with these terms and conditions, the PHN shall be entitled:
 - 5.6.1 to require the vendor to repair the goods or rectify the services or to replace the goods or re-supply the services in accordance with the purchase order;
 - 5.6.2 at the PHN's sole option, to require the repayment of any part of the price which has been paid, and pay reasonable compensation for all damages, losses, costs and expenses suffered or incurred by the PHN;
 - 5.6.3 repairs and replacements shall themselves be subject to the same quality standards as contained in clauses 5.1 to 5.5.
- 5.7 All express warranties contained in these terms and conditions are additional to any warranties or conditions implied by statute or common law.

6. Risk, Title & Delivery Acceptance

- 6.1 Until delivered and accepted in full by the PHN, loss or damage to goods will be at the risk of the vendor who must at its own cost replace any goods damaged or lost prior to delivery.
- 6.2 During the supply period, the vendor must maintain relevant insurances, which a prudent vendor of goods and/or services of the nature supplied under the purchase order ought reasonably to have. Upon reasonable request, the vendor must provide the PHN with a copy of the insurance certificates.

7. Price and Payment

- 7.1 The PHN will pay the price in accordance with "Total purchase order" of the purchase order upon receipt of an Australian Taxation Office compliant tax invoice from the vendor.
- 7.2 If GST is not applicable or the goods/services are GST exempt, the PHN will pay to the vendor the amount less GST payable on that supply.
- 7.3 The price may not be varied without the PHNs prior written consent.

8. Cancellation

The PHN has the right to cancel any order of goods and/or services that is no longer required and will only reimburse reasonable costs associated with non-supply.

9. Conflict of Interest

The vendor declares that no real or perceived conflicts of interest exist or are anticipated by any supply of goods and/or services to the PHN. Where the vendor believes any conflict or potential conflict arises, the vendor will immediately notify the PHN.

10. Confidentiality

Unless otherwise agreed in writing, the vendor must keep all information disclosed by or obtained from the PHN confidential, as part of the supply of the goods and/or services.

11. Intellectual Property

Unless otherwise agreed, all right, title and interest in all intellectual property created by the vendor in providing the goods and/or services to the PHN shall be owned by the PHN.

12. Force Majeure

Neither party shall be liable to the other for loss or damages arising from prevention or delay in performance where same is a result of force majeure, provided immediate written notice is sent by the party so prevented or delayed.

13. Jurisdiction

These terms and conditions shall be governed by the laws of the State of Queensland.

I agree to indemnify and keep indemnified the PHN against all losses, costs and expenses, which arise as a result of or are due to any advice, services and/or goods that I, or others for whom I am responsible, supply to the PHN.	<input type="checkbox"/> YES
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Is there a Conflict of Interest? (actual or perceived)	<input type="checkbox"/> YES – Describe the nature of the conflict below <input type="checkbox"/> NO

By signing this form I:

1. accept the PHN terms & conditions
2. give permission for the PHN Finance team to discuss my potential conflict of interest; and
3. understand that I must disclose and take reasonable steps to avoid any conflict of interest (actual or perceived) in connection with the PHN; and
4. agree to immediately advise the PHN should any conflict of interest (actual or perceived) arise; and
5. verify that I am the authorised officer to supply the information on this form on behalf of the business organisation/individual; and
6. certify that I all information provided in this form is true and correct.

Authorised Officer's Name

Authorised Officer's Position

Signature

Date

PHN Office Use Only	
Authorised Officers Name	
Authorised Officers Signature	
Date	

Should you require further assistance with this form, please contact the Finance Team on 07 5456 8100.
If you have completed this form, please submit to finance@ourphn.org.au