**Supplier Agreement**

Between

**(Party 1)**

**Christian Community Churches in Victoria and Tasmania**

ABN:

and

**(Party 2)**

**[insert company registered name]**

ABN: [insert ABN]

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**TERMS AND CONDITIONS**

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| --- |
| **THIS AGREEMENT IS MADE ON THE:** |
| **Day** |  | **Month** |  | **Year** |  |

**Between**

|  |
| --- |
| **PARTY 1:** |
| **Registered Name** | Christian Community Churches in Victoria and Tasmania (CCCVaT) |
| **A.B.N.** |  |
| **Address** | PO Box 516, Box Hill VIC 3128 or,5 Court Street, Box Hill VIC 3128 Australia |

**and**

|  |
| --- |
| **PARTY 2:** |
| **Registered Name** |  |
| **A.B.N.** |  |
| **Address** |  |

## BACKGROUND:

1. Party 2 is an Association formed to aid and assist Associate Churches grow the Kingdom of
 God.
2. Party 2 is a business that wishes to promote it’s Goods and or Services as a preferred
 supplier of Party 1.

**1: DEFINITIONS**

In these Terms and Conditions:

**Agent** means franchisee, carrier, contractor, subcontractors or persons employed by Party 2, that are contracted to act on their behalf.

**Agreement** means this Agreement between Party 1 and Party 2, which the Parties agree to abide by.

**Associate** means an Associate of Party 1, as defined under its constitution.

**Authorised Representative** means a person authorised by either Party or the Associate, to act on its behalf in relation to the tasks appointed to that person.

**Carrier** means an entity that transports Goods.

**Commencement Date** means the date specified in Schedule 1.

**Delivery Docket** a document that details and travels with the Goods sent by Party 2 to the Point of Delivery and is countersigned by an authorised employee of Party 1 or its Associate upon receipt of the Goods.

**Expiry Date** means the date this Agreement ends as defined Schedule 1 Item 2c.

**Goods and Services** means any Goods or Services provided by Party 2, to Party 1 or its Associates.

**GST** has the same meaning as in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*.

**Party** means a party to these Terms and Conditions.

**Preferred Supplier** means a supplier of Goods and or Services granted a right to promote its Goods and or Services as a preferred supplier of Party 1.

**Purchase Order** means a written order for Goods and or Services issued by the Purchaser.

**Purchaser** means thepurchaser of the Goods or Services.

**Term** means the term of these Terms and Conditions, beginning on the Commencement Date and expiring upon termination

**Trade Marks** means the registered marks of the Party and any other trademarks, names, business names, insignia, logos and other intellectual property associated with Party’s business.

**Warranties** mean any warranties or guarantees mandated or implied by law or provided by Party 2 or its Agents, on sale of the Goods and or Services.

**2: INTERPRETATION:**

In these Terms and Conditions headings are for convenience only and do not affect interpretation, unless the context indicates a contrary intention;

1. Words importing the singular include the plural and vice versa.
2. ‘Including” and similar words shall not be read as words of limitation.
3. Schedules attached to these Terms and Conditions, form part of these Terms and Conditions;
4. A reference to a party or person includes that party or person's successors and permitted assigns.
5. A reference to a statute, ordinance or other legislation includes any amendment, replacement or re-enactment for the time being in force and includes all regulations, by laws and statutory instruments made there under.
6. A reference to this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time.
7. A reference to a recital, clause or Schedule is a reference to a recital, clause or Schedule of these Terms and Conditions.
8. In the event of any inconsistencies, these Terms and Conditions together with the Schedules and any other documents referred to shall be construed in that order of priority.

**3: TERM:**

This Agreement commences on the Commencement Date detailed Schedule 1 and expires as per the Expiry Date detailed Schedule 1 or, is terminated in accordance with these Terms and Conditions.

**4: SCOPE OF THIS AGREEMENT:**

Party 1, grants Party 2 a non-exclusive licence to promote its Goods and Services to Associates as a preferred supplier.

**5: ACKNOWLEDGEMENT:**

Party 2 acknowledges and agrees that:

1. Party 1 is an Association that acts on behalf of its Associates, according to the terms and conditions of its constitution.
2. Party 1 has no power under its constitution to compel its Associates to enter into any agreement, perform any act or abide by the Terms and Conditions of this Agreement.
3. Party 1’s Associates are separate legal entitles and as such have the authority to enter agreements and contract Goods and Services in their own right and having such authority, Party 1 does not guarantees or accept any liability in respect of its Associates conduct or, payment of the Goods or Services supplied.
4. The rights contained in this Agreement are non-exclusive and Party 1 retains the right to appoint other and competing suppliers of Goods and Services as ‘Preferred Suppliers’.

**6: REGULATORY REQUIREMENTS:**

1. Party 2 warrants that it has complied with all the regulatory requirements or standards required of the Australian and State Governments and their agencies, which are capable of being applied to the Goods and or Services and any other Goods or Services subsequently offered, including but not limited to;
	1. Standards Australia.
	2. Australian Pesticides and Veterinary Medicines Authority.
	3. Australian and State Occupational Safety Health Acts.
2. Party 2 shall provide the Purchaser where requested, with a copy of the compliances and any related test results.
3. Where applicable or requested, Party 2 shall provide the Purchaser, with Material Safety Data Sheets (MSDS’s).
4. Party 2 shall inform Party 1 and any of its Associate Churches that have used its Goods or Services, where subject as follows;
	1. Where an authority has given notice that it is amending or revoking a standard, regulation, registration or MSDS applicable to any of the Goods or Services.
	2. Where an authority has advised Party 2, that any of the Goods or Services it supplies no longer compiles or has failed to meet any standard, regulatory
	requirement, registration or the MSDS is deficient or incorrect.
5. Where Goods and or Services supplied to Party 1 or its Associate Churches become subject to any of the provisions detailed in Clause 6d, Party 2 shall;
	1. Provide a report or copy of any notification received in relation to the affected Goods or Services.
	2. Recall at its own cost all the affected Goods.
	3. Either replace the affected Goods, with Goods of equal performance and value that are compliant or refund the Purchaser.
	4. Provide the Service again using compliant Goods and or practices.
6. The obligations contained in this Clause shall survive the expiry or termination of these Terms and Conditions.

**7: SPARE PARTS:**

1. Party 2 shall maintain stock of all available spare parts for the duration of this Agreement or as required by law (if any) and the duration of the Warranty Period, whichever is the greater period.
2. The obligation in this Clause survives the expiration or termination of these Terms and Conditions.

**8: WARRANTIES:**

1. Party 2 shall ensure that the Goods will:
2. At delivery be new, free of defects, in good order and condition, of merchantable quality and fit for the purpose.
3. If at any time Party 2 is or becomes aware that the Goods were not supplied in the condition prescribed in Clause 8a(i) or the Purchaser so advises, it is to replace the goods, if required by the Purchaser.
4. Where the Purchaser contests the performance of the Goods or rectification of a warranty claim:
5. Party 2 shall do everything reasonably possible to satisfy the Purchaser.
6. Party 2 shall fulfil any directive a court or authorised body adjudicates on.
7. Nothing in clause 9 is intended to or shall limit Purchaser rights under the Competition and Consumer Act 2010 (Cth) or any state based act designed to protect consumer rights or any other applicable legislation, laws or regulations.
8. Party 2 shall ensure the Purchaser will have the benefit of all warranties specified by its Agents, in relation to the Goods and Services supplied.
9. The obligations in this Clause shall survive the expiry or termination of these Terms and Conditions, and are in addition to any warranties which are or may be implied under any National or State Sale of Goods Acts and any other legislation, laws or regulations applicable to the Goods.

**9: ORDERS:**

1. Party 2 will only accept orders from the Purchaser subject to receipt of a Purchase Order, signed by an authorised employee of Purchaser.
2. The documents comprising these Terms and Conditions and those of the Purchase Order, constitute the entire agreement between the Parties and supersede all previous oral or written communications between the Parties.
3. The provisions in these Terms and Conditions and those of the Purchase Order will be taken as being mutually explanatory and anything contained in one provision but not in another, will be treated as if contained in all.
4. If Party 2 finds any discrepancy, error or ambiguity in these Terms and Conditions and those of the Purchase Order, it shall inform the Purchaser immediately and follow the directions of the Authorised Representative of the Purchaser, where reasonable.
5. All of the terms of the United Nations Convention on Contracts for the International Sale of Goods (adopted in Vienna, Austria on 10 April 1980) are expressly excluded from these Terms and Conditions.

**10: SUPPLY OF GOODS AND SERVICES:**

1. Party 2 shall supply Goods or Services to the Purchaser in accordance with the Purchase Order.
2. Party 2 will be responsible for the Goods and associated risks that may occur during transportation, until they are delivered to the address nominated by the Purchaser in the Purchaser Order and signed for by an Authorised employee of the Purchaser.
3. Party 2 shall ensure the Goods despatched, are compliant with all occupational health and safety standards applicable to the transportation of Goods.
4. Party 2 shall ensure the Goods are despatched in manner that will safeguard the integrity of the Goods.
5. Where the Goods are received in damaged condition, the Purchaser will notify Party 2 within the time period detailed Schedule 1 Item 3c (Damaged Goods Notification) and Party 2 will, at the Purchaser’s direction, either credit the damaged Goods or supply replacement Goods.
6. The obligations contained in Clause shall survive the expiry or termination of these Terms and Conditions.

**11: INSURANCES**

1. Party 2 and its Agents shall maintain Public Liability Insurance cover of not less than $10,000,000, for the term of this Agreement.
2. Where requested, Party 2 or its Agent, shall provide Party 1 or an Associate a copy of a current insurance certificate for such insurance.

**12: RISK AND TITLE**

1. Party 2 warrants that Goods supplied to the Purchaser;
2. Are free of encumbrances and not subject to a registered security, including but not limited to securities registered under the Personal Properties Securities Act 2009.
3. The obligations contained in this Clause shall survive the expiry or termination of these Terms and Conditions.

**13: PRICE AND PAYMENT**

1. The Price of the Goods or Services and payment of same shall be fixed according to that agreed between the Parties and noted in the Purchaser Order.
2. Party 2, shall provide the Purchaser with an itemised invoice inclusive of GST, where applicable.

**14: SERVICE REQUIREMENTS:**

1. Party 2 shall inspect the Purchaser’s premises prior to providing a Service, to ensure it is safe for its employees or Agents to undertake the Service, as defined under Australian harmonised Workplace Health & Safety Act and Victorian Workplace Health & Safety Act.
2. Party 2 is to inform the Purchaser if it finds its premises unsafe and work with the Purchaser to ensure the environment is made safe.
3. Party 2 shall ensure that its employees or Agents are fully conversant and appropriately trained in all matters regards compliance and Occupational Health and Safety (OHS) and any associated or similar legislation before entering the Purchasers premises.
4. Party 2 shall ensure that that its staff or Agents conduct themselves in an appropriate manner at all times, whilst performing the Service.

**15: TRADE MARKS:**

The Party’s acknowledge that the other Party’s Trade Marks are its exclusive property and shall not challenge the ownership of the others Trade Marks.

1. For the term of this Agreement, each Party grants the other a royalty free, non-exclusive, non-transferable, revokable, non-sub licensable licence to;
	1. display that Party’s Trade Marks to promote Party’s 2 Goods and Services, with the prior written consent of the other Party, which consent shall not be unreasonably withheld.
2. Each Party agrees that in using the other Party’s Trade Marks it will;
	1. Use the Trade Marks in the form as directed to use them by the other Party.
	2. Where applicable, use an appropriate Trade Mark symbol (ie either ® or ™) after the Trade Mark wherever the Trade Marks are used.
	3. Not use the Trade Marks in conjunction with any other mark without the consent of the other Party.
	4. Not, in any way, represent that it owns the marks or is entitled to use them otherwise than in respect of this Agreement.
	5. Use the other Party’s Trade Marks strictly and solely for the purposes of this Agreement.
	6. Use and represent the other Party’s Trade Marks in a clear and good quality form.
	7. Act at all times to protect the value in the other Party’s Trade Marks and ensure that the rights and reputation in the other Party’s Trade Marks are not damaged or infringed in any way by that Party’s use.
	8. Not use, register or attempt to register any name, word, mark, design, emblem, visual representation or slogan that is the same, similar, substantially identical or deceptively similar to the other Party's Trade Marks.
3. Party 2, must immediately cease to use or make reference to Party 1’s Trade Marks, or any marks that are substantially identical with or deceptively similar to Party 1’s Trade Marks, upon expiration or termination of this Agreement or upon an earlier written request received from Party 1.
4. Party 2 acknowledges that nothing in this Agreement permits it to use the Trade Marks of an Associate without the written agreement of the Associate.
5. This Clause shall survive the termination or expiration of this Agreement.

**16: INDEMNITIES**

1. Party 2 releases and indemnifies Party 1, its directors, employees and related bodies against all actions, claims, demands and proceedings which may be instituted against either Party and/or against all liability, losses, damages, costs, expenses (including consequential and special loss or damage) which may be suffered or incurred or which may arise in any manner, directly or indirectly, whether during the term of this Agreement in connection with;
	1. Any action initiated by an Associate, in relation to the supply of Goods and or Services by Party 2.
	2. Any failure of performance or wrongful performance by Party 2, of any of its obligations under this Agreement.
	3. Any negligence or wilful misconduct of Party 2, in connection with this Agreement.
	4. Any unauthorised use or infringement of Party 1’s Trade Marks.
2. Party 2 agrees to indemnify the Purchaser and its employees against:
3. all loss or damage to Purchaser’s Property.
4. all injuries to employees and costs resulting from proceeding brought by the employee seeking compensation for an injury.

arising out of the supply of the Goods and or Services by Party 2.

1. This Clause shall survive the termination or expiration of this Agreement.

**17: TERMINATION**

1. Either Party may terminate this Agreement for any reason, by giving the other Party written notice advising its intent to terminate the Agreement within 30 days.
2. Party 1 may terminate this Agreement immediately on notice if;
3. There is a change in control of Party 2, as defined in Clause 19b.
4. Party 2 is taken or shall be presumed to be insolvent or unable to pay its debts under any applicable legislation.
5. An application or order is made for the winding up, dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of Party 2.
6. An administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of Party 2 or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within five Business Days.
7. A receiver or receiver and manager is appointed in respect of any property of Party 2.
8. Party 2 is deregistered under the Corporations Act or notice of its proposed deregistration is given to the corporation.
9. A distress, attachment or execution is levied or becomes enforceable against any property of Party 2.
10. Party 2 enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of Party 2’s creditors or members or a moratorium involving any of them.
11. A petition for the making of a sequestration order against the estate of Party 2 is presented and the petition is not stayed, withdrawn or dismissed within five Business Days or Party 2 presents a petition against itself.
12. Party 2 presents a declaration of intention under section 54A of the Bankruptcy Act 1966 (Cth).
13. Party 2 fails to honour all or part of this Agreement.
14. Party 2, its director/s, manager/s or employees, commit an act that in the opinion of Party 1, is likely to have an adverse impact on Party 1’s goodwill.

**18: CONSEQUENCE OF TERMINATION:**

Party 2 shall immediately upon receipt of a notice of termination, remove all references to Party 1 and its Trade Marks, from all its promotional literature and cease to claim its is a preferred supplier.

**19: MISCELLANEOUS:**

1. **Assignment and Novation**

Party 2 may not assign the rights, interests or obligations in or under this Agreement to another party without the consent of Party 1.

1. **Change in Control**

A change in control of Party 2, from that which existed at the Commencement Date. Control of an entity includes the definition of “control” in section 50AA of the Corporations Act and in the case of a corporation includes the power (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors of that corporation, the voting rights of the majority of the voting shares of the corporation or the management of the affairs of the corporation.

1. **Consents**

Unless otherwise herein stated, where the consent, approval or permission of either Party is required under these Terms and Conditions, such consent approval or permission may be given subject to such specified condition as that Party determines in its absolute discretion.

1. **Entire Agreement**

This Agreement sets out the entire agreement and understanding between the Parties with respect to the subject matter of these Terms and Conditions and supersedes all prior agreements, understandings and representations.

1. **Force Majeure**
2. Force Majeure means a circumstance beyond the reasonable direct or indirect control and without the fault or negligence of the Party claiming force majeure, including but not limited to accident, fire, explosion, epidemic, strike, lockout, labour conditions, civil disturbance, riot, any act of God, act of war, terrorist incident, cyclone, flood, storm or earthquake (but excludes changes in economic circumstances).
3. Subject to clause 2 © ii delay in or failure of performance by a Party (other than the payment of money) does not constitute a breach of these Terms and Conditions by that Party if and to the extent that the delay or failure is caused by a Force Majeure, provided the Party claiming Force Majeure:
4. gives notice to the other Party of the occurrence of the Force Majeure providing details of the Force Majeure and its anticipated likely duration and effect; and
5. uses its best endeavours to resume fulfilling its obligations as promptly as possible and gives notice to the other Party with notice of the cessation of the Force Majeure.
6. **Further Acts**

Each Party agrees to do all things that may be necessary or desirable to give full effect to every part of these Terms and Conditions, if asked in writing by the other Party to do so.

1. **Governing Law**
2. This Agreement and the transactions contemplated by it are governed by and construed in accordance with the laws of the State of Victoria or Tasmania, where the Goods or Services are to be supplied.
3. This clause 30h shall survive the expiry or termination of these Terms and Conditions.
4. **Notices**
5. All communication is to delivered via pre-paid or registered post or the email address of each Party, as detailed in Schedule XX
6. A Notice is deemed to be given or served:
7. Unless Australia Post advises that it was not able to deliver the mail.
8. Where the sending Party does not receive a ‘Mail Failure’ notice.
9. **Provisions Severable**

If any provision of these Terms and Conditions is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from these Terms and Conditions.

1. **Status of the Parties**

Nothing in these Terms and Conditions is to be construed as creating a partnership, joint venture, relationship, agency or employment between the Parties.

1. **Survival of Terms**

Termination or expiration of these Terms and Conditions does not affect those provisions of these Terms and Conditions that are expressed to operate or have effect after termination or expiration.

1. **Time is of the Essence**

Time is of the essence in all Supplier obligations created under these Terms and Conditions.

1. **Variation**

No part of these Terms and Conditions may be amended or modified unless reduced to writing making specific reference to these Terms and Conditions and signed by the Parties or their Authorised Representatives on their behalf.

1. **Waiver**

No waiver by any Party of any default in the strict and literal performance of or compliance with any provision, condition or requirement of these Terms and Conditions is to be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement in these Terms and Conditions nor to be a waiver of or in any manner release any Party from strict and literal performance of and compliance with any provision, condition or requirement in the future nor will any delay or omission of a Party to exercise any right in any manner impair the exercise of any such right accruing to such Party thereafter.

|  |
| --- |
| **SIGNED** for and on behalf of Party 1 in the presence of: |
| **Signatory** | **Witness** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Position: |  | Position: |  |
| **SIGNED** for and on behalf of Party 2 in the presence of: |
| **Signatory** | **Witness** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Position: |  | Position: |  |

**Schedule 1: Specific Details**

|  |  |
| --- | --- |
| **Item** | **Details** |
| **1: Party 2** |
| a | Registered Name: |  |
| b | Registered Address: |  |
| c | Trading Name: |  |
| d | Trading Address: |  |
| e | Trading Address Telephone Number: |  |
| f | Account Manager – Name |  |
| g | Account Manager – Title |  |
| h | Account Manager – Mobile Number: |  |
| **2: Term** |
| a | Commencement Date: |  |
| c | Expiry Date: |  |
| **3: Party 1** |
| a | Registered Name: |  |
| b | Address: |  |
| c | Authorised Representative: |  |
| **4: Required Insurance** |
| a | Public Liability | A$10,000,000  |