

SHIRE OF
CAMPASPE



Lifestyle & Opportunity

Request for Quotation

Hydrotherapy Facility Feasibility Study

Closes: 14 July 2017 at 5.00PM



1. SHIRE OF CAMPASPE – BACKGROUND

The Shire of Campaspe is a large rural municipality in northern Victoria and one of 79 local government councils in the State. Council was formed as a consequence of the amalgamation of five smaller Councils in 1994 and comprises a mix of small and large towns and a Regional Centre spread across a predominantly rural landscape.

The estimated resident population of the Shire in June 2011 was 36,665. Functionally, Echuca (the Shire's major urban centre with approximately 13,652 persons) interacts with its New South Wales' counterpart, Moama. The current population of Echuca - Moama is nearly 16,000 persons. The bulk of the Shire's population is centred on the northern and eastern points of the Shire, especially within the Echuca - Kyabram - Rochester triangle. The southern and western areas of the Shire are more sparsely populated. The other primary population centres of the Shire include Kyabram (7371 persons), Rochester (2830), Tongala (1242), Rushworth (985), Stanhope (490), Lockington (375), and Gunbower (265). Despite significant growth in the last decade, there are significant discrepancies between centres within the Shire with most growth in the Echuca/Kyabram/Rochester triangle.

The Shire is located in the heart of one of the richest and most diverse agriculture and food processing areas in Victoria. Its climate, history, cultural heritage, natural assets and location in relation to major urban centres provide the Shire with an extensive tourism opportunity.

Agricultural production, based on intensive irrigated areas and large tracts of dry land farming, combine to form the largest industry in the Shire. In addition to on-farm food production, food processing, manufacturing, construction and tourism are major employers across the Shire. Population growth has been both steady and positive, although like many similar regional areas there is a clear demographic shift towards an older population base.

Recognised as an attractive tourism destination, visitors and locals alike enjoy food, wine and events not usually available to like-sized communities. Similarly the community has generally high expectations across a variety of other service and amenity areas.

The evolution of the Shire of Campaspe has led to a business environment where many customers measure Council's performance relative to their perception of historical services when council was local to their specific town or community. Additionally new community members often assume they can access services at a similar standard to what they have experienced in metro or other larger Regional Centres.

It is generally regarded that communities today have increasing expectations of public authorities and private enterprises. To meet these expectations, Council is under significant pressure to do more with less. The community, as well as the State and Federal Governments, expect an increased range and quality of services without any significant increase in cost. In this climate, Council is also resolving its own long term financial sustainability through closing the asset renewal funding gap and addressing ever increasing compliance standards and obligations.

In addition to sustainability, Council has a major focus on reform, both internal to the organisation and more broadly to the industry. Council has learned that internally this requires open-eyes and an open-mind to new ways of doing business. Externally Council has achieved significant outcomes through working with others, through partnerships built on common interests, such as with the Murray River Group of Councils, or more locally with neighbouring municipalities.

Campaspe Strategic Directions

The Regional Context directly informs Campaspe's Strategic Direction. These Strategic Directions must directly underpin all Campaspe Strategies.

a) Provide services that are convenient to the customer

Our customers expect to be able to conduct their business with Council in a way that is convenient to them; be it face to face, by telephone or electronically.

b) Pursuing the best interests of both current and future generations

Council will deliver services needed by the community today but with an understanding of the needs of the community tomorrow.

c) Ensuring Council's operations are financially sustainable

The operations of Council to meet the community's needs are efficient, and effective, and focused on providing best value within current and future funding capacity.

d) Understanding that rates and fees must be affordable for our community

Council's operations and investment decisions will consider the affordability for the community.

e) Meeting Council's compliance, contractual and other obligations

Council will meet its current obligations and commitments and be flexible and adaptive enough to allow future obligations and commitments to be addressed.

f) Manage Council's infrastructure and facility assets to support service delivery

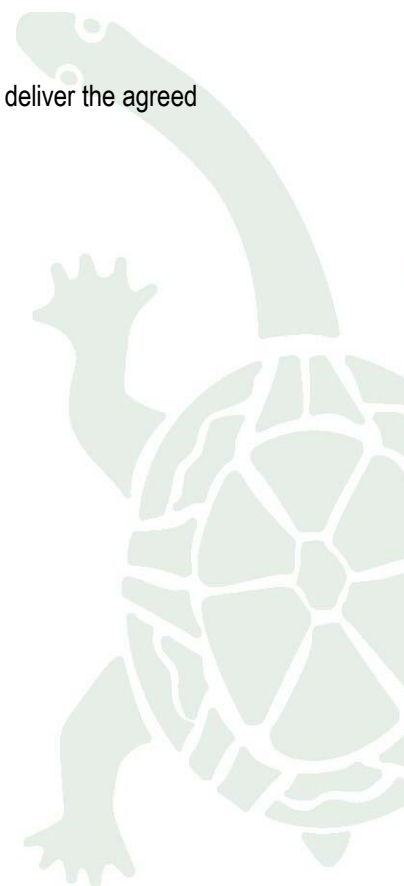
Council owns, manages or maintains assets that underpin its service delivery capability.

g) Invest in and develop the organisation's foundation capabilities

Council provides its people with the tools, training, support and leadership they need to deliver the agreed services to the community.

h) Communication with the community

Council will proactively provide targeted and meaningful information to our community.



2. INTRODUCTION

2.1. Background

Campaspe Shire Council is seeking the services of a suitably qualified and experienced consultant to undergo a feasibility study for a hydrotherapy facility in the Shire of Campaspe.

The central goal of the feasibility study is to provide a detailed cost benefit analysis that considers both value benefits and value costs to the community for this level of service. Value benefits are positive impacts of the service and include participation, employment, leisure, health & wellbeing, partnerships and social outcome opportunities along with value costs that are the direct inputs and costs, dollars and time to construct and operate a hydrotherapy facility. Investigating these elements will allow Council to articulate the value creation or not from the introduction of a new service to the community.

The concept of a hydrotherapy facility is also of great interest to health service providers including public and private care operators and public hospitals. The feasibility study should also consider partnership and location opportunities.

2.2. Context - local

Until recently residents of the Shire of Campaspe had access to a hydrotherapy facility at Murray Human Services. In 2010 the hydrotherapy facility at Murray Human Services was closed due to safety concerns and rising operational and maintenance costs. The closure prompted public discussion about the loss of the facility that provided residents of both Campaspe and Murray Shires with access to water based therapeutic services.

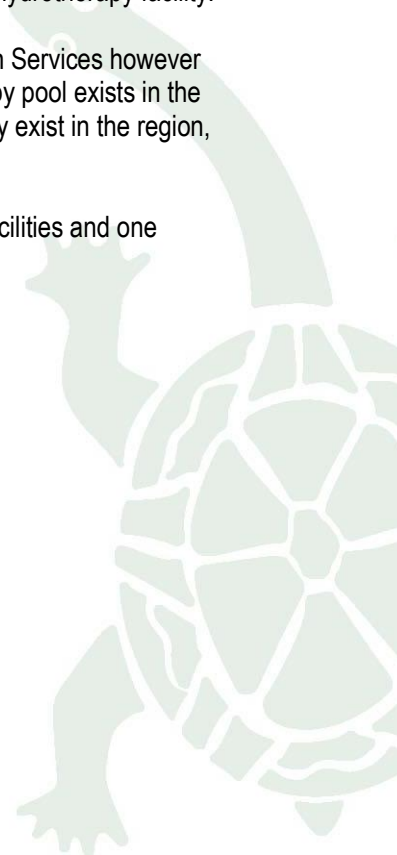
Echuca forms a healthcare hub within the Loddon Mallee Department of Human Services Region and the Campaspe Primary Care Partnership (PCP) District, with a catchment area of approximately 45,000 people across the Shire of Campaspe and Murray Rivers Council.

Local higher level care providers include Echuca Regional Health, Bupa Aged Care Facility and Echuca Community for the Aged, Murray Human Services and regional health service providers including Rochester and Elmore District Health and Kyabram and District Health services. Multiple smaller users including local clinics, physios and smaller aged care facilities may also be potential users of any new hydrotherapy facility.

There had previously been a hydrotherapy facility in Echuca operated by Murray Human Services however this was closed in 2010 due to high maintenance costs. At least one private hydrotherapy pool exists in the area at the Warramunda aged care facility in Kyabram. Other hydrotherapy facilities may exist in the region, however this is unknown.

The Shire of Campaspe owns and operates seven outdoor summer seasonal aquatic facilities and one seven days a week indoor aquatic and leisure facility.

- Colbinabbin Swimming Pool
- Lockington Swimming Pool
- Kyabram Swimming Pool
- Rochester Swimming Pool
- Rushworth Swimming Pool
- Stanhope Swimming Pool
- Tongala Swimming Pool
- Echuca War Memorial Aquatic Centre



3. SCOPE OF SERVICES

3.1. Project objective

The overall aim of the project is to provide objective and independent advice to Shire of Campaspe on:

The necessity and feasibility of providing a hydrotherapy service through the use of a holistic cost/benefit analysis, and the best manner in which any appropriate facility could be delivered for maximum value and benefit.

This will consider:

- Community demand and requirement for the development of a hydrotherapy pool and its associated programs;
- The community benefit that would be derived from the development of said pool;
- How such a facility could be delivered in a cost effective manner
- How the cost/benefit of any project could be maximalised.

The objectives of the project are;

- To establish the level of demand for a hydrotherapy facility in the Shire of Campaspe
- To critically assess the development of a hydrotherapy facility in the Shire of Campaspe
- To undertake a detailed, thorough and holistic cost/benefit analysis associated with any development of a hydrotherapy facility
- To consider tangible and intangible costs and benefits associated with any development of a hydrotherapy facility
- To understand the provision of hydrotherapy facilities in similar regional locations, their impact on community benefit and their financial performance
- To explore and recommend the facility elements and overall facility development that will best respond to community needs and demands
- To provide a clear understanding of the financial implications for the ongoing operation of the facility
- To provide clarity on the impact of site location on potential usage of facilities and programs
- To provide an upper level view of the potential capital costs for the development of a hydrotherapy facility

3.2. Project Inclusions

- **Draft Methodology**

The suggested phases for the feasibility study are as follows:

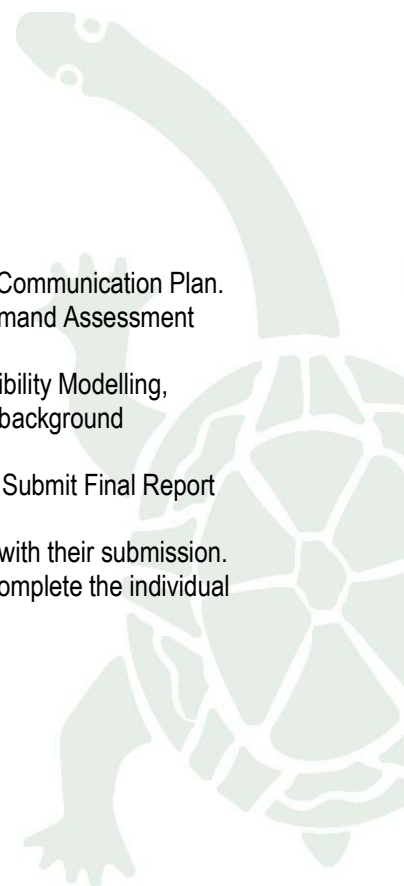
Phase 1 – Develop Project Plan, Confirm Project Schedule, Engagement Plan and Communication Plan.

Phase 2 -- Commence Stakeholder Engagement, Conduct Catchment Analysis, Demand Assessment and Investigations Relevant to all Study Aims and Objectives

Phase 3 – Identify Facility Development Options and Undertake Financial and Feasibility Modelling, Prepare Draft Report with Recommendations which includes all relevant background Information gathered in Phase 2.

Phase 4 – Refer Draft Report to Key Stakeholders, Review Feedback, Prepare and Submit Final Report

Respondents must submit a draft methodology for the performance of the Services with their submission. The methodology must document the tasks to be performed, the time expected to complete the individual tasks and the expected outcomes of each of the individual tasks.



- **Issues to consider**
 - Campaspe Aquatic Services Review
 - Council's Financial Sustainability Review
 - Physical site constraints of current Aquatic centre at Echuca
 - Best position if any to maximise the benefits of a hydrotherapy facility

DELIVERABLES

- Draft Report
- Final Report
- Final Report Reproduced Documents

The Consultant shall provide, to the Principal's Representative, the specified documents in the following quantities:

- Draft Report - 2 copies plus pdf copy
- Final Report - 2 copies plus pdf copy

The Consultant shall also provide electronic copies of any written component of the design (in Word format). The Principal reserves the right to further copy any of these documents or data sets for internal functional purposes and/or public information.

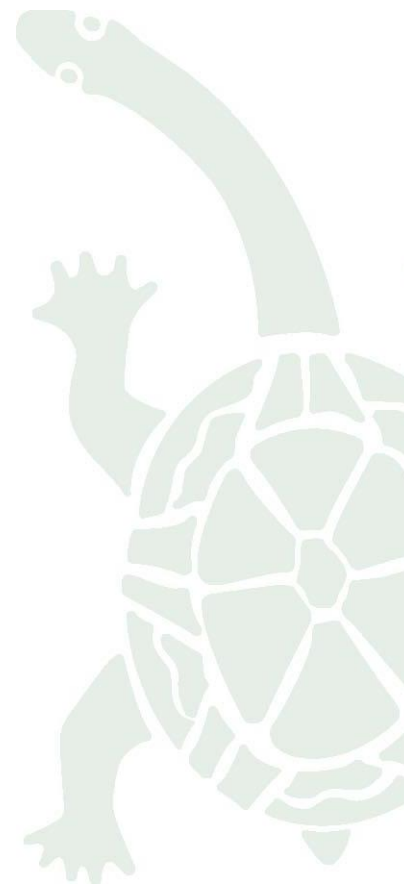
4. CONSULTATION AND REPORTING

An initial project meeting shall be held between the Consultant and Principal as soon as practicable following the award of the contract. The Consultant shall advise of any information required from the Shire in adequate time prior to the meeting.

Consultation with key stakeholders is integral to this project and the consultant must develop a communications and community engagement strategy.

Key stakeholders that will need to be considered as part of the overall planning process include:

- **Internal**
 - Shire of Campaspe Staff and Councillors
- **External**
 - Murray River Council
 - Community Living and Respite
 - Murray Human Services
 - Echuca Regional Health
 - Primary Care Partnerships Campaspe District
 - Kyabram and District Health Services
 - Warramunda Aged Care Facility Kyabram
 - Rochester and Elmore District Health
 - Echuca Specialist School
 - GV Health
 - Rehabilitation Providers
 - Aged Care Service Providers



Consultants are asked to detail within their draft methodology how they would engage key stakeholders, based on two rounds of engagement

Round 1 - To undertake consultation with the Steering Committee and key stakeholders to determine the level of demand for the service in the Shire of Campaspe and surrounds.

Round 2 – Refer the draft report as approved by the Steering Committee and re-engage key stakeholders.

The draft and final reports must respond to the requirements of this brief and the consultant must make themselves available, if requested to provide presentations to Council on both the draft and final reports.

With respect to designs and plan produced as part of this study, the Consultant shall provide, to the Principal's Representative, the documents specified in Section 3.2 under the subheading Deliverables in this Document.

4.1. Steering Committee

A Steering Committee will be established and chaired by the Principal, Fraser Neele – Senior Planner, to guide this consultancy. The Steering Committee will consist of:

- Brett Flavell, Recreation Manager
- Ashely Crimmins, Aquatic Services Coordinator
- A representative of the Aged and Disability Services Department

Day to day liaison and co-ordination is to be with, Fraser Neele – Senior Planner, Shire of Campaspe

The role of the Project Steering Team will be to:

- Provide relevant information and data to the consultant, including contact information for other stakeholders as required.
- Assist with identification of appropriate stakeholders / focus groups for consultation.
- Attend Steering Committee meetings and provide advice and comment on information and issues as they arise from the strategy.
- Act as the key contact point within their respective organisation for all matters concerned with the project.

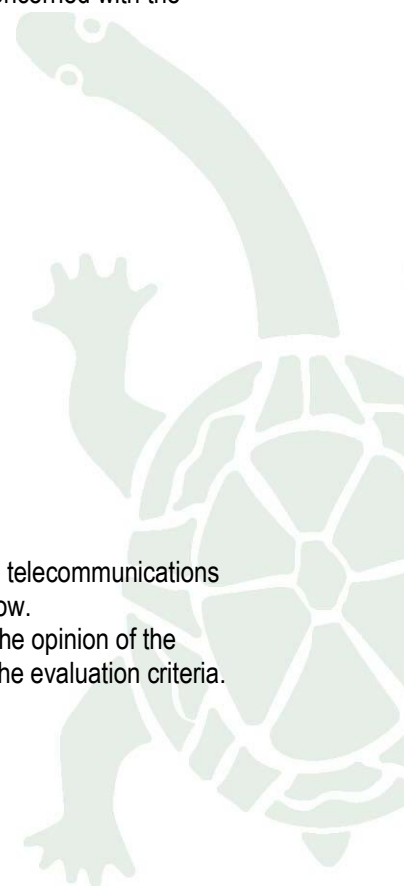
5. PROJECT MANAGEMENT AND EVALUATION

Proposals must be submitted via email or post prior to 5pm Friday 14 July 2017 to:

Name: Fraser Neele
Position Title: Senior Planner
Email: f.neele@campaspe.vic.gov.au
Shire of Campaspe
PO Box 35
ECHUCA Vic 3564

5.1. Information to be included in quotation submission

The submission should include a fee proposal (fully inclusive of travel, accommodation, telecommunications etc.) and relevant information to address the evaluation and selection criteria noted below. The quotation evaluation panel may determine not to fully evaluate any quotation if, in the opinion of the quotation evaluation panel, the quotation does not adequately address or meet any of the evaluation criteria.



Respondents should ensure that sufficient information is included in their quotations to facilitate proper evaluation in accordance with the stated criteria.

5.2. Evaluation and selection process

The following factors will be considered when selecting the successful quote:

Financial Benefit (Price) - Cost to Council, fees and charges, ongoing cost considerations - 50%

Capacity (Resources) -Resources to undertake project, meet timeframes, draft project methodology and community & stakeholder engagement proposal, demonstrated understanding of project - 30%

Capability (Quality) - Past experience including samples of previous work, referees, qualifications of key personnel, independence to Council and landowners - 20%

5.3. Mandatory Requirement

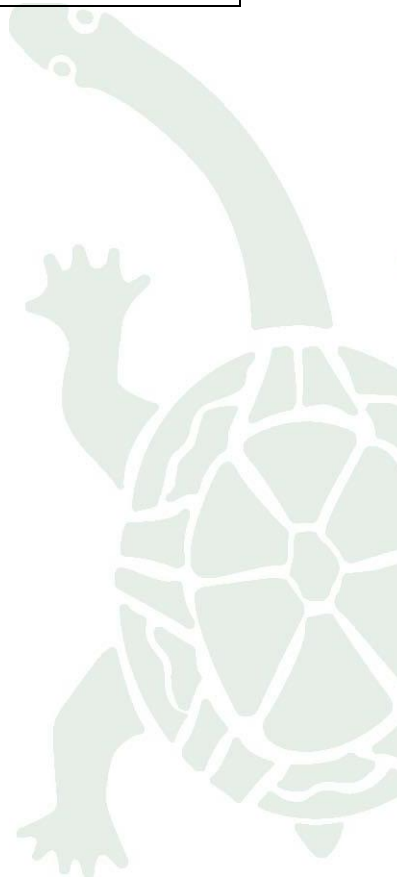
Professional indemnity insurance \$5 million dollars. If not already provided to Council, If not already provided to Council, the successful respondent will be required to provide a copy of a current certificate of currency for insurance.

6. PROGRAM

The key dates (estimated only in some cases) for the quotation process and Contract are stated below:

| | |
|------------------------------|--|
| Request for Quotation Issued | Wednesday 28 June 2017 |
| Quotations Closure | Friday 14 July 2017 |
| Acceptance of Quotation | Friday 21 July 2017 |
| Phase 1 | Monday 24 July – Friday 26 August 2017 |
| Phase 2 | Monday 29 August – Friday 22 September 2017 |
| Phase 3 | Monday 25 September – Friday 20 October 2017 |
| Phase 4 | Monday 23 October – Friday 18 November 2017 |

Note – the deadline for submission of the final report is Friday 18 November 2017



GENERAL QUOTATION CONDITIONS

1. Respondent to become informed

Respondents are advised and expected to ascertain for themselves the actual extent and nature of the work to be performed, as the Principal will not entertain any claim arising from a failure to do so.

2. Discrepancies and Inadequate Information

If a respondent:

- Finds any discrepancy, error or omission in the Quotation Documents;
- Considers that any work necessary for the completion of the Contract has not been adequately described or included in the Quotation Documents; or
- Has any doubt as to the meaning or completeness of any portion of the Quotation Documents:

it must notify the Contact Person in writing and seek clarification as soon as possible and no less than five (5) business days before the Closing Time for Quotations.

Any clarification provided pursuant to this clause may be given to all respondents.

3. No collateral contract

The submission of a quotation by a respondent will not give rise to any contract governing, or in any way concerning, the quotation process, or any aspect of the quotation process, for the Contract. The Principal expressly disclaims any intention to enter into any such contract.

4. Costs Associated with Preparing Quotations

All costs and expenses incurred by respondents in any way associated with the development, preparation and submission of a quotation, including attendance at meetings and the provision of additional information required by the Principal, will be borne entirely by the respondents. No respondent, whether successful or unsuccessful, will be entitled to make any claim against the Principal for such costs and expenses.

5. Conflict of Interest

When submitting its quotation, the respondent must declare any actual or potential conflicts of interest which may arise between the respondent and the Principal or the Principal and any sub-contractor which the respondent proposes to engage in respect of the work under the Contract.

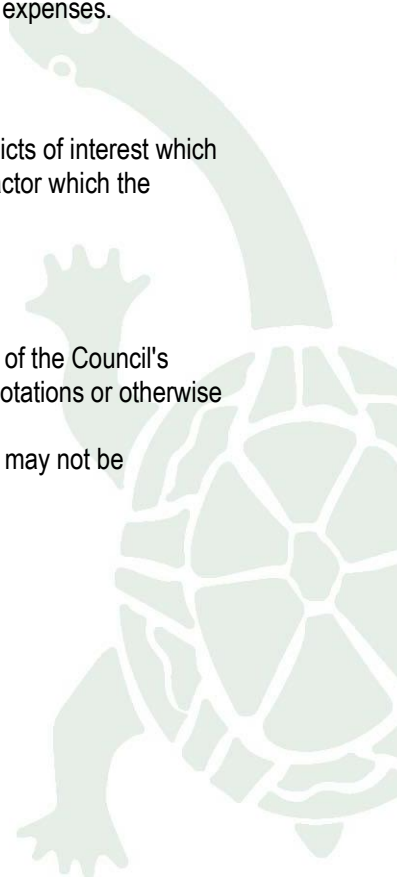
6. Probity of quotation process

Respondents must not approach, or request any other person to approach any member of the Council's staff; or Councillor of the Council- individually or collectively to solicit support for their quotations or otherwise seek to influence the outcome of the quotation process.

The quotation of any respondent which engages in conduct prohibited under this clause may not be considered by Council.

7. Quotation process

- Council is not bound to accept the lowest or any quotation and may determine:
-



- Not to proceed with any of the quotations;
- To re-quote the work under the Contract;
- To proceed with an arrangement other than a quotation process to have the work under the Contract executed;
- To negotiate with a preferred respondent; or
- Not to proceed with the work under the Contract.

8. Post-Quotation Submissions

The evaluation panel or Principal may require a respondent to submit additional information concerning its quotation, to personally discuss its quotation or to make a formal presentation with respect to its quotation before any quotation is accepted.

9. Rectification of Errors and Omissions

The Principal reserves the right to:

- Check quotations for errors and omissions;
- By agreement with a respondent, amend a quotation price or rate submitted by a respondent to remedy the effect of any errors or omissions in the calculation of the quotation price or rate; and
- By agreement with a respondent, otherwise amend the quotation of the respondent to remedy the effect of any errors or omissions.

10. Limitation of liability

Except for such conditions or warranties as are implied by the Competition and Consumer Act 2010 or the laws of a State or Territory, no warranty is given and no representation is made by the Principal (whether by its employees, agents, advisers or otherwise) in relation to:

- The accuracy or reliability of any document provided by the Principal to a respondent in connection with the quotation (including the Quotation Documents); or
- The conduct of the quotation process or selection of the successful respondent.

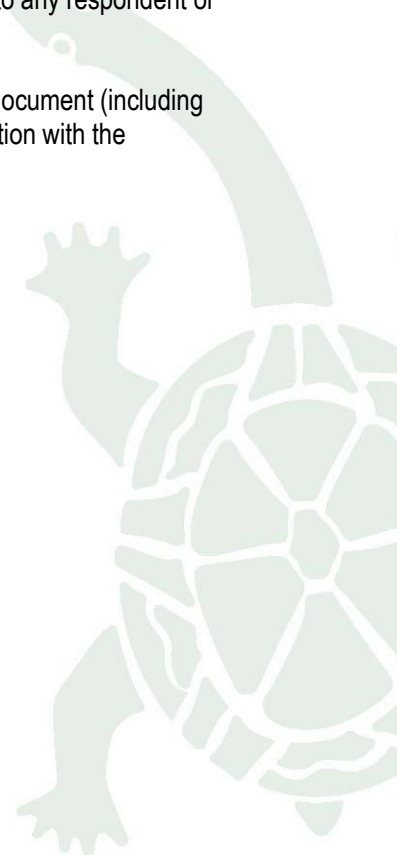
Save for any liability arising from a breach of any condition or warranty which is implied by virtue of legislation and which cannot be excluded, the Principal expressly disclaims any liability to any respondent or any other person (including liability based on any wilful or negligent act or omission) for:

- Any losses or damages arising out of or in connection with the provision of any document (including the Quotation Documents) provided by the Principal to a respondent in connection with the quotation; or
- The conduct of the quotation process or selection of the successful respondent.

11. Form of contract and conditions of engagement

If the Principal accepts the quotation, the contract will consist of:

- The purchase order
- The Principal's purchase order consultancy conditions(attached)
- The project brief/quotation document



PURCHASE ORDER CONSULTANCY CONDITIONS

FORMATION OF CONTRACT

The Principal has issued a Purchase Order for the supply of the Services. The Purchase Order creates a contract between the Supplier and the Principal on the terms referred to in the definition of the word "Contract" in clause 1.

1. DEFINITIONS

In the Contract, the following terms shall, if not inconsistent with the context, have the meanings indicated:

"Conflict of Interest" means any circumstance, condition or thing which may adversely affect the Supplier's ability to perform the Services efficiently, effectively and in accordance with the highest standards of probity, integrity and honesty, including, without limitation, any interest of a Relevant Party;

"Contract" means the Contract evidenced by the Purchase Order Consultancy Conditions, the Purchase Order and any other documents to which reference is made in the Purchase Order as forming part of the Contract;

"GST" means the goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"Intellectual Property" means copyrights, patents, trade marks, designs (registered or unregistered), trade secrets and know how;

"OH&S" means occupational health and safety;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"Principal" means the Campaspe Shire Council;

"Purchase Order" means the purchase order which initiates the Contract;

"Relevant Party" means:

1.1 the Supplier and the Supplier's employees, agents or sub-contractors;

1.2 an associate of the Supplier or the Supplier's employees, agents or sub-contractors;

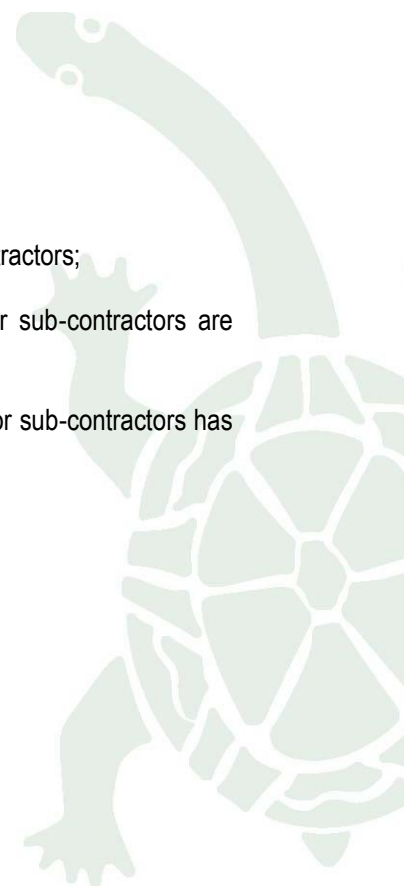
1.3 a company in which the Supplier or the Supplier's employees, agents or sub-contractors are involved, whether as an officer, shareholder, employee or otherwise; or

1.4 any other person with whom the Supplier or Supplier's employees, agents or sub-contractors has or have a financial or business association, whether directly or indirectly;

"Services" means -

1.5 the performance of work;

1.6 the supply of documents or other things; and



1.7 all other things required to be done -

under the Contract by the Supplier as indicated in the Purchase Order and includes any matters reasonably to be inferred from the Contract or trade usage; and

“**Supplier**” means the party nominated as such in the Purchase Order.

2. INTERPRETATION

2.1 In the Contract, unless inconsistent with the context:

2.1.1 headings and underlining's are for convenience only and do not affect interpretation;

2.1.2 words expressed in the singular include the plural and vice versa;

2.1.3 where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;

2.1.4 a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa;

2.1.5 a reference to a party in a document includes that party and its legal representatives, successors, permitted assigns, receivers, receivers and managers, liquidators and administrators;

2.1.6 a reference to any Act includes all regulations, proclamations, planning schemes, local laws and by-laws made under that Act,

2.1.7 a reference to any Act, regulation, planning scheme, proclamation, local law or by-law includes all Acts, regulations, planning schemes, proclamations, local laws and by-laws amending, consolidating or replacing same;

2.1.8 a reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document; and

2.1.9 a reference to the Supplier includes, where appropriate, the Supplier's:

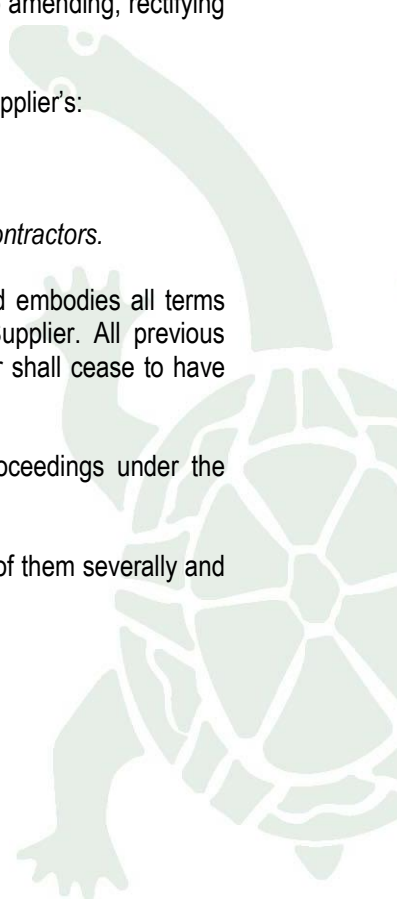
2.1.9.1 *employees; and*

2.1.9.2 *sub-contractors and the employees of such sub-contractors.*

2.2 The Contract constitutes the whole understanding between the parties and embodies all terms and conditions under which the Services are to be performed by the Supplier. All previous negotiations and understandings between the parties on this subject matter shall cease to have effect from the date of the Contract.

2.3 The law of the State of Victoria governs the Contract and any legal proceedings under the Contract.

2.4 If the Supplier consists of two or more parties, the Contract shall bind each of them severally and jointly.



- 2.5 If a provision, or part of a provision, in this Contact is held to be illegal, invalid, void, voidable or unenforceable, that provision, or part of a provision, must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision, or part of a provision, as required in this clause, that provision, or part of a provision, is severable without affecting the validity or enforceability of the remainder of the Contract.

3. THE SERVICES

- 3.1 The Supplier must provide the Services:
- 3.1.1 by any date stated in the Purchase Order or, if no date is stated, within a reasonable time;
 - 3.1.2 in a diligent manner;
 - 3.1.3 in conformity with all applicable standards issued by Standards Australia and the International Organization for Standardisation;
 - 3.1.4 in accordance with the principles of quality assurance;
 - 3.1.5 in accordance with the highest professional standards;
 - 3.1.6 with a level of care, skill, knowledge and judgement in accordance with best industry practice;
 - 3.1.7 in a manner which meets and is fit for the Principal's intended purpose (including, without limitation, ensuring that any document produced as part of the Services is fit for the Principal's purposes); and
 - 3.1.8 in accordance with the Contract.
- 3.2 The Supplier will remain responsible for the performance of Services notwithstanding the acceptance or review of the Services, or any element of the Services, by the Principal or any member of the Principal's staff.
- 3.3 If the Purchase Order names the persons who are to perform the Services, the Supplier must ensure that the Services are performed by and only by the named persons.
- 3.4 The Supplier must obey and must ensure that its employees, sub-contractors and agents obey any Acts, regulations, local laws and by-laws in any way applicable to the performance of the Services or the Contract.

4. PROPERTY

Ownership of, and the Intellectual Property in, any documents, data, designs, models, computer software and other information created by the Supplier in the course of performing the Services vests in the Principal. The Supplier must:

- 4.1 deliver all such documents, data, designs, models, computer software and other information to the Principal at the conclusion of the performance of the Services, or earlier termination of the Contract, if they have not previously been delivered to the Principal in accordance with the Contract; and

- 4.2 on demand, execute any waivers, notices or assignments necessary to enable the Principal to register or otherwise obtain title to the Intellectual Property in such documents, data, designs, models, computer software and other information.

5. CONFLICTS OF INTEREST

- 5.1 The Supplier warrants that it is unaware at the date of the Contract of any Conflict of Interest existing or likely to arise during the performance of its obligations under the Contract.
- 5.2 The Supplier must:
- 5.2.1 not enter into any contract or arrangement, or do any other thing, which may give rise to a Conflict of Interest with respect to its obligations under the Contract; and
 - 5.2.2 use its best endeavours to ensure that no Relevant Party enters into any contract or arrangement, or does any other thing, which may give rise to a Conflict of Interest with respect to the Supplier's obligations under the Contract.
- 5.3 The Supplier must immediately make a full disclosure in writing to the Principal of the existence, nature and extent of any actual or potential Conflict of Interest with respect to the Supplier's obligations under the Contract.

6. CONFIDENTIALITY

The Supplier must not and must ensure that its employees, sub-contractors and agents do not disclose any information or documents obtained in the course of performing the Services to any third party without the prior written consent of the Principal.

7. PERSONAL INFORMATION

- 7.1 The Supplier agrees with respect to any information held or obtained by the Supplier under or in connection with the Contract:
- 7.1.1 to use Personal Information only for the purposes of fulfilling its obligations under the Contract;
 - 7.1.2 to comply at all times with the *Privacy Act 1988* (Cth) and the *Information Privacy Act 2000* (Vic) and all other legislation in force at any time while the Contract is operative relating to the privacy of Personal Information;
 - 7.1.3 at the time of collecting Personal Information, to obtain all necessary consents and authorisations from the persons to whom that Personal Information relates to enable any use of the Personal Information necessary for the performance of the Services; and
 - 7.1.4 to take all reasonable measures to ensure that Personal Information is protected against loss and unauthorised access, use, modification or disclosure.
- 7.2 The Supplier indemnifies the Principal in respect of any loss, liability or expense suffered or incurred by the Principal arising out of or in connection with a breach of the obligations of the Supplier under this clause, or any misuse of Personal Information by the Supplier or any of its employees, sub-contractors or agents, or any disclosure by the Supplier or any of its employees, sub-contractors or agents in breach of an obligation of confidence, whether arising under the *Privacy Act 1988* (Cth), the *Information Privacy Act 2000* (Vic) or otherwise.

8. FINANCIAL PROVISIONS

- 8.1 If the Supplier complies with its obligations under the Contract, the Principal must, unless different terms of payment are specified in the Purchase Order, make the payment or payments specified in the Purchase Order within 30 days following its receipt of a valid tax invoice for the amount payable. The Principal will not make payment on any tax invoice, unless it specifies the Purchase Order number issued by the Principal. Unless otherwise specified in the Purchase Order, the Supplier must not forward a tax invoice to the Principal until all of the Services have been completed.
- 8.2 If a payment under clause 8.1 is calculated on a basis which is described as exclusive of GST, the payment must be increased by the applicable amount of GST ("GST Amount"). The GST Amount must be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST. The Supplier must provide to the Principal a valid tax invoice prior to the time of, and as a condition of, payment of any GST Amount.
- 8.3 All payments to the Supplier will be made by way of electronic funds transfer. The Supplier must, prior to commencing the provision of the Services, provide details of the Supplier's BSB and bank account to enable payments to be made by this means.

9. DEFAULTS AND TERMINATION

- 9.1 If the Supplier defaults in the performance or observance of any obligation it has under the Contract, the Principal may terminate the Contract without prior notice to the Supplier. If the Principal terminates the Contract under clause 9.1, the Principal shall not be liable to make any payments to the Supplier with respect to the termination of the Contract or the performance of the Services.
- 9.2 The Principal may terminate the Contract at any time by written notice to the Contractor. If the Principal terminates the Contract under clause 9.2, the Principal must make reasonable payment to the Contractor for the performance of the Services until the date of the termination of the Contract.

10. SUB-CONTRACTING AND ASSIGNMENT

The Supplier must not sub-contract the whole or any portion of its obligations under the Contract or assign any of its rights under the Contract, except with the prior written consent of the Principal. Except in so far as any consent given by the Principal under clause 10 expressly provides otherwise, no sub-contractor or assignee will have any rights under the Contract against the Principal or be entitled to receive any payments under the Contract from the Principal.

11. INSURANCES

- 11.1 The Supplier must, at all times while performing the Services, be the holder of:
- 11.1.1 a current professional indemnity policy of insurance in the name of the Supplier providing coverage for an amount per event of at least \$5,000,000; and
 - 11.1.2 a WorkCover policy of insurance with respect to all of its employees.
- 11.2 The Supplier must:
- 11.2.1 ensure that any sub-contractor to the Supplier effects insurances in the terms stated in clauses **Error! Reference source not found.** 11.1.1 and 11.1.2 and

- 11.2.2 provide the Principal with certificates of currency in respect of the insurances referred to in clauses 11.1.1 and 11.1.2 within two (2) days after a written request being made by the Principal.

12. INDEMNITY

The Supplier must indemnify, keep indemnified and hold harmless the Principal, and its Councillors and staff, from and against all actions, claims, losses, damages, penalties, demands or costs (including, without limitation, all indirect losses, consequential losses and legal costs on a full indemnity basis) consequent upon, occasioned by, or arising from any negligent act or omission, breach of statute, breach of intellectual property rights or breach of the Contract in the performance or purported performance of the Supplier's obligations under the Contract. The Supplier's obligation to indemnify the Principal under clause 12 shall not apply to the extent that any liability is caused by any negligent act or omission of the Principal.

13. OCCUPATIONAL HEALTH AND SAFETY

The Principal is obliged to provide and maintain, so far as is practicable, a working environment for its employees and members of the public that is safe and without risk to health.

The Supplier must itself, and must ensure that any sub-contractors of the Supplier, at all times identify and take all necessary precautions for the health and safety of all persons, including the Supplier's employees and sub-contractors, staff of the Principal and members of the public, who may be affected by the performance of the Services.

The Supplier must immediately comply with any and all directions by the Principal relating to OH&S.

The Supplier must -

13.1 comply with; and

13.2 ensure that its employees, sub-contractors and agents comply with -

any Acts, regulations, local laws, codes of practice and Australian Standards which are in any way applicable to OH&S and the performance of the Services.

If the Quotation Form for the Contract required the Supplier to submit details of its OH&S system, the Supplier must prepare an OH&S management plan (including a safe work method statement) for the performance of the Services and submit it to the Principal for approval. The Contractor must not commence the performance of the Services until the OH&S management plan is approved, in writing, by the Principal.

