



REQUEST FOR QUOTATION SERVICES

Contract No.: Q20-50110

Contract Title: Casuarina Community Leadership Program 2020 - 21

Closing Time: 11.59pm

Closing Date: 26 June 2020

This Request for Quotation (RFQ) comprises:

- **RFQ Conditions**
- **Appendix A: Specification**
- **Appendix B: Quotation Form**
- **Appendix C: Purchase Order Agreement**

Instructions to Suppliers for completing this RFQ:

1. Suppliers should ensure they read all parts of this RFQ fully to ascertain the services to be performed and the terms on which the services are to be performed.
2. Suppliers must respond to all sections of Appendix B: Quotation Form and must sign and date this form where indicated.
3. Suppliers may provide supplementary material to support their offer. All supplementary material must be cross referenced to the relevant section of this RFQ.
4. The Surf Coast Shire Council will confirm in writing to suppliers, to advise if their quotation has been accepted or unsuccessful.
5. Notification by letter to the successful supplier will create a contract between the parties. The contract will consist of the Supplier's Quotation and this document (including the Specification and Purchase Order Agreement). No further contract documentation is required and Council does not need to execute an agreement.
6. Quotations submitted via email must be sent to quotes-noreply@surfcoast.vic.gov.au and must include the contract number in the subject line (i.e. Q20-50110). Council reserves the right to not consider submissions sent to any other email address. Do not forward enquiries to this email address.

REQUEST FOR QUOTATION (RFQ)



Contract No: Q20-50110
Title: Casuarina Community Leadership Program 2020 - 21
Closing date for this RFQ: 26 June 2020 by 11.59pm. (EST)

Surf Coast Shire Council (**Council**) is seeking a competitive quotation for the supply of the Services as described in **Appendix A (Specification)**.

Please complete and return the **Quotation Form** in **Appendix B**.

This RFQ is subject to the following RFQ Conditions and to the terms of the **Purchase Order Agreement** contained in **Appendix C**.

RFQ CONDITIONS

1. Quotations must be received no later than 26 June 2020 by 11.59pm. (EST) (**the Closing Time**).
2. Quotations must be submitted by email to quotes-noreply@surfcoast.vic.gov.au
 - a) Quotations submitted via email must contain the RFQ Contract # and Title in the subject line (i.e. Q20-50110 Casuarina Community Leadership Program 2020 - 21)
 - b) Council reserves the right to not consider incorrectly lodged submissions such as, but not limited to:
 - submissions sent to any other email address
 - submissions received by Council in hard copy only.
3. Late Quotations will not be considered.
4. Suppliers are expected to ascertain for themselves the actual extent and nature of the Services to be provided as Council will not entertain any claim arising from a failure to do so.
5. Council will neither be responsible, nor pay, for any cost, expense or loss, which may be incurred by any person in connection with the preparation or presentation of a Quotation. Council does not warrant the accuracy of the content of this RFQ and is not liable for any error or omission in this RFQ.
6. Council reserves the right to change any information and/or to issue addenda to the RFQ before the Closing Time.
7. Persons obtaining or receiving this RFQ and any other documents issued in relation to the RFQ may use the documents only for the purpose of preparing a quotation.
8. Suppliers and their representatives must not engage in any collusive, anti-competitive or similar conduct with any other supplier or person in relation to this RFQ.
9. Suppliers are required to disclose any conflicts of interest in their offer and also notify Council if any conflict of interest arises after lodgement of their offer.
10. Council reserves the right at its absolute discretion to do any of the following things:
 - a) to discontinue or suspend the RFQ process;
 - b) to extend the Closing time of the RFQ; and to amend this RFQ;
 - c) to negotiate with any prospective Supplier submitting a Quotation; and
 - d) to determine the number of organisations with whom it will contract.Council is not bound to accept the lowest, or any, Quotation submitted.
11. A quotation constitutes an irrevocable, unalterable offer by the prospective Supplier to Council. The Quotation must remain valid and open to be accepted for 90 Business Days from the Closing Time. The period of 90 Business Days may be extended by written agreement between the prospective Supplier and Council.
12. The submission of a Quotation will not give rise to any contract governing, or in any way concerning, the RFQ process, or any aspect of the RFQ process. Council expressly disclaims any intention to enter into any such contract.
13. The successful Supplier will be notified in writing of the acceptance of its Quotation. The notification of the acceptable Quotation will create a contract between the parties on the basis of the successful Supplier's Quotation and this document, including the Purchase Order Agreement.

COMMUNICATION

Council's Authorised Representative for this Contract will be Chris Pike, General Manager, Culture and Community.

For further general enquiries contact thannan@surfcoast.vic.gov.au or 5261 0666 ahopper@surfcoast.vic.gov.au or 5261 0831.

Any questions or requests for clarification or further information regarding this quotation must be submitted in writing to Council's Authorised Representative, no later than two (2) business days prior to the closing date of this RFQ.

Note: The purpose of the submissions email (referred to in condition 2 above) is to receive submissions only. This email will not be used for outgoing communications.

Appendix A – SPECIFICATION

1. OVERVIEW

Introduction

The Surf Coast Shire developed the Casuarina Community Leadership Program in 2000.

Underpinned by an asset based community development approach, the Casuarina Program was named after the Casuarina tree. Due to a symbiosis that occurs in the trees' root system, the Casuarina is able to thrive in adverse ecological conditions and provides a nutrient source for wider forest ecosystems.

The Casuarina Program commenced with and has consistently incorporated a strong environmental focus. However, iterations of the leadership program have targeted particular sub-populations to address a range of cohort specific needs and strengths.

The 2020-21 Casuarina Program will adopt a place-based focus, with residents from townships across the Surf Coast Shire invited to work with leadership and capacity building practitioners to identify and develop a community priority project or social or business enterprise.

Background

Surf Coast Shire is located in south-western Victoria, between 75 and 125 kilometres from the Melbourne CBD, and between 10 and 60 kilometres south-west of the Geelong CBD. The Surf Coast Shire has a land area of 155,189 ha (1,552 Km²) and includes more than dozen townships, both coastal and hinterland, each with their own culture, lifestyle, industries and history.

The region is the traditional home of the Aboriginal nations of Wadawurrung and the Gulidjan and Gadubanud people of the Eastern Maar. The Wadawurrung, consisting of some 25 clans, are the Registered Aboriginal Party for lands in the south west of Victoria. The western boundary of Wadawurrung, running north from Aireys Inlet, includes the Deans Marsh district towns of Boonah and Bamba.

The Gadubanud along with many other clans who identify as Maar, including Gunditjmara, Tjap Wurrung, Peek Whurrung, Kirrae Whurrung, Kuurn Kopan Noot and/or Yarro waetch (Tooram Tribe), are represented by the Eastern Maar Aboriginal Corporation (EMAC). EMAC have recently been appointed the Registered Aboriginal Party for lands extending along the coast from east of Port Fairy to west of Anglesea and extends inland to include the Great Otway National Park and the townships of Warrnambool, Terang, Mortlake, Camperdown, Colac, Apollo Bay, Lorne and Cressy.

Our Aboriginal cultural heritage is evident in middens, scar trees, fossils along the cliff lines, cultural heritage walks and gathering places. The deep and continuing relationship of Aboriginal people to this land is recognised and valued by the community and supported by the Surf Coast Shire through a number of Council strategies including [Hinterland Futures](#) and [Creative Places](#).

Many of the Shire's 600+ community groups and 6500+ volunteers work to protect our natural environment. In August 2019, 1000 residents called upon Council to recognise climate change as a real and significant threat. Council declared a [climate emergency](#) and is now working with community to identify priorities and set targets for energy, emissions, water, waste, land use and biodiversity.

The region's significant landscapes are greatly valued by locals and visitors alike. The Great Ocean Road and Otway National Park are recognised internationally as a tourist icon with 3 million visitors/year. The region receives over 5.1 million visitors a year. As such, tourism has overtaken agriculture and now is the Shire's largest job provider. After surfing, tourism and events, creative industries represent the region's fourth most valuable industry. The Surf Coast Shire is now commencing a major strategy called the [Prosperous Places Project](#) to understand emerging industries and skills and develop strategies to strengthen our local economies as our population grows from 32,251 (ERP 2018) to a projected 45,717 by 2036.

Context

The Surf Coast Shire Council exists to enable our community and environment to thrive. A strategic outcome of the Surf Coast Shire Council Plan 2017 – 21 is to see all people participating in and contributing to community life. Strategy one of the Council Plan commits Council to developing a program to support communities of place and interest, and provide opportunities for them to identify and achieve their community aspirations. The Casuarina Program forms a key component of Council's strategic approach and seeks to contribute to achieving the outcomes of the Council Plan.

Purpose

The purpose of the Surf Coast Shire Casuarina Community Leadership Program (the Program) is to develop the leadership and capacity of residents for the purpose of helping their communities to identify and achieve their aspirations. The Program aims to contribute to communities/towns across the Shire developing diverse and resilient economies and social networks that support their community and environment to thrive.

2. SERVICES REQUIRED

Project Objectives

The primary objective of the Program is that participants feel empowered to use the unique knowledge, skills, care and connections they bring to create the positive changes they want to see in their communities. The role of young people and developing their skills as community leaders is a key aspect to consider.

A corollary objective is that the Program provides a prototype for Council officers to work more effectively and cohesively with community members, and other partners to be able to better support communities to identify, resource and realise community priorities.

Project Outcomes

To achieve these objectives, the Casuarina Leadership Program must deliver the following program outcomes:

- The leadership and capacity of participating community members is strengthened; participants support each other and collaboratively work with their communities, relevant Council officers and other partners to identify and develop a community priority project.
- Community and Council officer participants gain perspective of the unique and shared challenges and opportunities facing our communities and Shire and demonstrate trust and a willingness to work together towards shared goals, for example responding to the Climate Emergency, collective approach to emergency management, strengthening the local economy, etc.
- Casuarina precipitates new partnerships and social and business enterprises emerge, strengthening and diversifying industries and our local and regional economies.

Project Outputs

Surf Coast Shire Council is seeking quotations for the design and delivery of a community leadership program within designated timeframe that comprises of at least eight interactive sessions that optimise leadership and capacity development, facilitate project identification and development and set up delivery through establishing ongoing opportunities for collaboration with Council and other partners. Please note that design and delivery of the sessions will need to be compliant with the current State Government of Victoria COBID-19 restrictions. The proposed approach should consider on-line convening and collaboration platforms as contingencies.

Project Inputs

To deliver these outcomes and outputs, the training program should be inclusive and reflect the needs and strengths of different types of learners/range of experiences and include techniques to develop:

- Strengths based personal development
- Mindful leadership, different leadership styles/approaches
- Inclusive and effective communications and engagement
- Team work, collaboration and partnerships
- Goal setting and prioritisation

REQUEST FOR QUOTATION



With respect to the process to develop a community priority project:

- Evidence gathering, asset mapping and community engagement techniques
- Processes and partnerships for collaborative action / collective impact
- Project planning and management, including resource planning / business case development, business skills and start up development, etc.
- Planning evaluation, measuring and celebrating success

The training should also include interactive activities to:

- Help participants to get to know each other, develop learning and synergies between and across communities.
- Help participants to know Council, its people, roles, statutory and strategic functions, etc
- Understand the challenges and opportunities faced by our towns and the Shire
- Understand and practice different leadership styles, leadership in different contexts, ie, leadership in emergency situations
- Encourage opportunities for ongoing community of practice or leadership peer support groups
- Encourage ongoing support and mentoring opportunities with council officers and other partners.

Council Inputs

Council will provide the following inputs:

- Identifying and inviting participants from communities across the Shire. In sharing the opportunity and inviting participation, Council recognises the important role young people play in achieving social, economic and environmental outcomes for their communities. Council also values the collective learning that a diversity of experience brings to such a program and aims to people of all ages, abilities and experiences join the program
- Booking all venues, AV equipment and catering and organising participant transport, where relevant. Note the consultant will be required to supply all program materials, ie, templates, stationary, audio and visual content, etc
- Providing any requested administration and facilitation support including registration, scribing, table facilitation, etc.

The successful consultant will submit a detailed methodology reflecting the key milestones and timelines as set out below. Milestone dates are to include allowance for review and feedback points from Council stakeholders facilitated by the project lead.

Task	Completed by
Project commencement Inception meeting to discuss proposed leadership program design and methodology, timeframes, etc.	Week of 29 June 2020
Planning Finalise leadership program design referencing inputs, outputs and outcomes allowing for two rounds of Council comments. Coordinate a schedule for delivery with community and Council participants.	Week of 13 July
Delivery Facilitation of minimum of eight interactive sessions according to finalised design.	Week of 13 September 2020
Interim Reporting/reflection adjustment Meeting to reflect on progress in meeting process measures, contribution to impact and outcomes measures. Adjust where necessary.	Week of 7 December 2020
Final reporting Evaluation of program in reference to identified process, impact and outcome measures.	Week of 24 May 2021

Project Management

Project lead for the Casuarina Program engagement process is Terri Hannan, Community Projects Officer, Surf Coast Shire Council. The successful consultant will report to the project lead on progress against 'milestones and timeline'. The project lead will be available for advice and direction within one working day unless otherwise arranged.

3. CONTRACT TERM

Council is seeking to appoint a Supplier for the design and deliver of the program commencing in June 2020, completion in June 2021.

4. PAYMENT

Quotes are requested to show a breakdown of fee per stage.
Quotation should include allowances for all disbursements including travel, etc.
Payment will be made according to a progress payment schedule, with:

- 40% paid upon appointment
- 30% paid at completion of interim reporting and
- 30% at receipt of the final program evaluation report

Payment will be made within 30 days of receipt of tax invoice)

5. INSURANCE

The Supplier must effect the following insurance policy or policies with an insurer and in terms approved by Council:

1. Public & Products liability cover of not less than \$10 Million per event
2. Professional indemnity cover of not less than \$1 Million per event

6. WorkCover. SPECIAL CONDITIONS

6.1 The Supplier is to provide at Council's request and prior to commencement of any works, evidence (to Council's satisfaction) of Working With Children (WWC) checks for all of its employees (inclusive of any subcontractors) who in performing the contracted services may be in the physical proximity of children.

All WWC checks are to remain current for the duration of the engagement. Any costs to the Supplier in complying with the Child Safe Standards are to be borne by the Supplier.

7. COMMENCEMENT OF WORK

The Supplier shall not commence work prior to providing the following to Council:

- a) Evidence of insurances as set out above;
- b) Safe Work Method Statements (SWMS) for works;
- c) Completion of Council's Supplier Prequalification Form;
- d) OHS Induction by the Contractor's Representative

8. COMPLETION OF WORK

The Supplier must provide the Services by 30 June 2021.

9. EVALUATION OF QUOTATIONS

A scoring system will be used as part of the assessment of the qualitative criteria of the RFQ. The following is a list of the nominated selection criteria for this request for quotation:

CRITERIA	Weighting %
Price	30
Relevant experience	30
Understanding of the specification / response to the brief	30
Local employment and/or supply	10

Appendix B - QUOTATION FORM

Important Note:

Suppliers responding to this RFQ are required to complete all sections in this form. Failure to do so may invalidate the offer. Please enter response and prices into small, grey shaded boxes. Response boxes will expand as required.

1. COMPANY AND CONTACT DETAILS		
1.1	Trading Name	
1.2	Registered Name	##Note: ensure legal (not trading) name of party.
1.3	ACN	
1.4	ABN	
1.5	Street Address (required)	
1.6	Postal Address (if applicable)	
1.7	Telephone Number	
1.8	Email	
1.9	Supplier Contact Name and Position/ Title	

2. SUPPLIER INFORMATION	
2.1 Company Overview	- Provide an overview of your company
2.2 Organisational Experience	- Provide an explanation of your organisation's knowledge and experience in the industry including current and past experience for similar services. Provide two referees for current or recently completed contracts of a similar nature Council reserves the right to contact persons other than those listed by the supplier, if it so determines. Any such persons may be treated as referees in the evaluation of submissions. Council shall not be obliged to give suppliers any opportunity to respond to the comments of any referee
2.3	Is provision of the requested services to be sub-contracted? <input type="checkbox"/> Yes <input type="checkbox"/> No
	If YES please provide details of proposed sub-suppliers and services to be provided.
2.4 Staff Resources	- Provide details of the proposed personnel including team, experience and skills.
2.5 Innovation and Value-Added Services	- Suppliers should indicate any value-add/innovative services they may be able to offer in relation to the provision of the Services.

2.6 Management Systems - Suppliers should indicate whether their company has Quality and Occupational Health and Safety or policies and procedures in place and provide evidence. (#delete if not applicable)

2.7 Sustainability – Council endeavours to ensure we work with organisations that operate in a socially and environmentally responsible manner. Please demonstrate how you fit this criterion.

3. CONFLICT OF INTEREST

Council requires all Suppliers involved in this RFQ process to disclose all relevant interests that will or may represent an actual or potential conflict of interest. If you have any such interests, please provide a declaration form of any potential conflict of interest and how any such conflict may be managed.

4. COMPLIANCE TO CONTRACT

The Supplier should indicate a willingness to enter into a contract with Council. Note any required changes to the contract below.

If a proposed contract departure is unacceptable to the Council, the supplier's quotation response may not be further considered.

5. LOCAL CONTENT

Provide any information regarding local content. Information may include but is not limited to location of local offices, employment of local staff and/or contactors, use of local products.

6. METHODOLOGY

Demonstrate an appreciation and understanding of the requirements of the Specification and an outline of the proposed methodology, approach and timeframes.

7. SUPPLIER'S REPRESENTATIVE

Nominate the Supplier's Representative for this Contract.

8. INSURANCE (ATTACH EVIDENCE):

Public and Products Liability

Insurer (Company):		Policy Number:	
Extent of Cover:		Date of Expiry:	

Professional Indemnity

Insurer (Company):		Policy Number:	
Extent of Cover:		Date of Expiry:	

Workers Compensation

Insurer (Company):		Policy Number:	
Extent of Cover:		Date of Expiry:	

9. PAYMENT SCHEDULE

Quotes are requested to show a breakdown of fee per stage.
 Quotation should include allowances for all disbursements including travel, etc.
 Payment will be made according to a progress payment schedule, with:

- 30% paid upon appointment
- 40% paid at completion of engagement; and
- 30% at receipt of the final engagement report

QUOTATION BREAKDOWN

Suppliers are to provide the total of each relevant deliverable below. These deliverable totals must total the Contract Sum.

Trade	Cost
Deliverable 1	
Deliverable 2	
Deliverable 3	
Deliverable 4	
Deliverable 5	
TOTAL FOR ALL DELIVERABLES (Excl. GST)	\$.....
GST	\$.....
TOTAL INCLUDING GST	\$.....

10. ANY OTHER RELEVANT INFORMATION

--

REQUEST FOR QUOTATION



EXECUTED BY:

Company:

Address:

Signing by Supplier

By its representative signing this Quotation, the Supplier acknowledges and agrees to the terms of the RFQ:

Supplier signature:

Supplier print name and
position

Date:

Appendix C – PURCHASE ORDER AGREEMENT

PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions

The following terms will, if not inconsistent with the context, have the meanings indicated:

- 1.1 "Delivery Date" means the date specified in the RFQ.
- 1.2 "Payments" means the amounts or rates specified in the Quotation Form as amended by agreement between the parties.
- 1.3 "Purchase Order" means these Terms.
- 1.4 "RFQ" means the Request for Quotation Casuarina Community Leadership Program 2020-21
- 1.5 "Services" means the services described in the RFQ.
- 1.6 "Supplier" means the party described in the Quotation Form.
- 1.7 "Quotation Form" means the Quotation Form in Annexure B to the RFQ submitted by the Supplier in response to the RFQ.
- 1.8 "Intellectual Property" means any and all technology and information existing at the date of this Purchase Order which relates to the Services including but not limited to:
 - (a) any confidential information, copyright, patent and trademarks, and includes any right to apply for registration of these intellectual property rights; and
 - (b) any processes, formulae, designs, reports, drawings, specifications, software, blue-prints, patent applications, know-how and research data.

2. Completion

The Supplier must perform the Services on or before the Delivery Date in accordance with this Purchase Order.

3. Warranties

- 3.1 In addition to other warranties in this Purchase Order and implied by law, it is a condition of the Council's purchase that:
 - a) the Services will be provided with all due care and will comply with the reasonable requirements of the Council;
 - b) the Supplier has the qualifications, experience and expertise represented to the Council;
 - c) the Supplier has no conflict of interest in supplying the Services; and
 - d) the Services comply with the matters set out in the RFQ.

4. Variation or Termination

- 4.1 The Council may, at any time, by giving written notice to the Supplier, terminate this Purchase Order and the Supplier must on receipt of such notice immediately cease all work and take all appropriate action to mitigate any loss or prevent further costs being incurred. In such event the Council will pay the reasonable fees and expenses of the Supplier in accordance with this Purchase Order but not any loss of prospective profits. In no circumstances must the fees or expenses payable exceed the fees or expenses that would have been paid had the Purchase Order been completed.
- 4.2 The Council may at any time give written notice to the Supplier proposing a variation to the quantity of the Goods and/or the scope of the Services. The Supplier must, as soon as possible, or in any event within 7 days, provide a written proposal as to the varied Purchase Price that will apply for the provision of the varied Goods and/or Services. The Council may accept the varied Purchase Price proposal within 7 days of receipt from the Supplier but in the absence of such acceptance this Purchase Order will continue as if no proposal under this sub-clause had been made.

5. Confidentiality

The Supplier will not disclose, and will ensure that its employees, agents and contractors do not disclose, any confidential information relating to the Council or its affairs which may come to its or their knowledge during the term.

6. Rejection of Services

The Council may reject any of the Services which do not comply in all respects with this Purchase Order. The Council is not required to make payment for any rejected Services.

7. Payment

If the Supplier complies with its obligations under this Purchase Order, the Council must make the Payments to the Supplier by the method specified in the RFQ.

8. Invoices

- 8.1 Unless otherwise agreed by Council, the Supplier may only invoice Council for Services after they are accepted by Council.
- 8.2 All invoices must contain a reference to a purchase order number. Any invoices which do not contain this reference may be returned to the Supplier unpaid.
- 8.3 All payments will be made within 30 days of Council receiving an invoice which complies with the Terms of the Purchase Order.

9. Goods and Services Tax ("GST")

The Purchase Price is exclusive of GST. Where the Council is required to pay the Supplier any amount under this Purchase Order on account of GST, the amount representing GST will only be payable by the Council to the Supplier where the Supplier supplies to the Council a tax invoice for GST purposes, in a form approved by the Council.

10. Default by Supplier

- 10.1 If the Supplier defaults in the performance or observance of any obligation it has under this Purchase Order, the Council may give notice to the Supplier specifying the default and requiring that such default be remedied within 14 days.
- 10.2 If, within 14 days after receipt of the notice, the Supplier fails to remedy the default, to the satisfaction of the Council, the Council (without prejudice to any other rights that it may have under this Purchase Order or at common law against the Supplier) may:
 - 9.2.1 suspend payment under this Purchase Order; or
 - 9.2.2 terminate this Purchase Order and any other purchase order between the parties.

11. Insolvency of Supplier

- If the Supplier -
- a) being a person, commits any act of bankruptcy; or
 - b) being a company, commits any act of insolvency -
- the Council may terminate this Purchase Order immediately.

12. Sub-Contracting and Assignment

The Supplier must not, except with the written consent of the Council, sub-contract or assign the whole or any portion of its rights and obligations under this Purchase Order, and no sub-contractors or assignees will have any rights under this Purchase Order against the Council or be entitled to receive any payments under this Purchase Order from the Council. Where the Council gives its consent to the Supplier in accordance with this sub-clause, the Supplier remains fully responsible for performance under this Purchase Order.

13. Statutory Requirements

The Supplier must obey and must ensure that its employees, sub-contractors and agents obey any Acts, regulations and local laws in any way applicable to the performance of this Purchase Order, including, without limitation, any occupational health and safety legislation, the Information Privacy Principles under the *Privacy and Data Protection Act 2014* and section 38(1) of the *Charter of Human Rights and Responsibilities Act 2006*.

14. Indemnity and Advance Release

The Supplier indemnifies and holds harmless the Council, its Councillors and staff from and against all actions, claims, losses, damages, penalties or demands consequent upon, occasioned by or arising from its performance or purported performance of its obligations under this Purchase Order, including, without limitation, any acts or omissions of the Supplier's agents and employees.

15. Amendment

This Purchase Order may only be varied or replaced by a document duly executed by the parties.

16. Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Purchase Order.

17. Time of the Essence

Time is of the essence as regards all dates, periods of time and times specified in this Purchase Order.

18. No Relationship

Nothing in this Purchase Order will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in this Purchase Order will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

19. Number and Gender

In this Purchase Order, a reference to:

- a) the singular includes the plural and vice versa; and
- b) a gender includes the other genders.

20. Whole Understanding

This Purchase Order constitutes the whole understanding between the parties and embodies all terms on which the Services are to be supplied by the Supplier. If the Supplier's acceptance or supply of this Purchase Order contains any terms in conflict with this Purchase Order, this Purchase Order will have precedence unless otherwise agreed by the Council in writing.

21. Governing Law

The law of the State of Victoria governs this Purchase Order and any legal proceedings under this Purchase Order.

22. Joint and Several Obligations

If the Supplier consists of two or more parties, this Purchase Order binds each of them severally and jointly.

23. Method of Giving Notices

A notice required or permitted to be given by one party to another under this Purchase Order must be in writing, addressed to the other party and:

- a) delivered to that party's address; or
- b) transmitted by email to that party's email address.

24. Receipt of Notices

A notice given to a party in accordance with Term 21 must be treated as having been duly given and received:

- a) if delivered to a party's address, on the day of delivery; or
- b) if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission.

25. Insurance

- 25.1 The Supplier Public liability insurance cover of not less than \$10 million per event. The supplier must hold any other insurance applicable to this Purchase Order i.e professional indemnity insurance cover of not less than \$1 million per event and workcover insurance

- 25.2 Upon Council's request, the Supplier must provide a certificate of currency of its insurance policies prior to delivering the Goods or completing the Services

26. Occupational Health & Safety

The Supplier must comply with all relevant occupational health and safety laws. Upon request, the Supplier must provide a health and safety plan and a safe work method statement for the provision of the Goods or Services. The Supplier must agree to complete a site induction if required by Council.

27. Intellectual Property

27.1 Warranty by Supplier

The Supplier warrants that it is entitled to use any Intellectual Property which may be used by it in connection with the supply of the Services.

27.2 Material Created

The ownership of all Intellectual Property created as a result of the supply of the Services will vest in Council. The Supplier assigns ownership of all such Intellectual Property rights to Council.

27.3 Indemnity

The Supplier indemnifies and will at all times keep the Council indemnified against any action, claim, suit or demand in respect of any breach of any third party's Intellectual Property rights relating to the supply of the Goods or Services.

28. Child Safe Standards

If the supply of the Services involves the Supplier being in the physical proximity of children, the Supplier must, in the supply of the Services, comply with the Child Safe Standards made under section 17(1) of the *Child Wellbeing and Safety Act 2005* as if it were an applicable entity under that Act.