

Terms and Conditions for Provision of Supply of Goods and/or Services

Version 1: 08.07.2026

1. The Contract

- 1.1** The Contract is constituted by:
- (a) these Terms and Conditions;
 - (b) the Purchase Order; and
 - (c) any other terms and conditions relating to the supply relationship between the parties which are agreed by the parties and recorded in written correspondence between the parties (the "Additional Terms").
- 1.2** Unless expressly provided otherwise, if there is any inconsistency between the Purchase Order, these Terms and Conditions and the Additional Terms then, to the extent necessary to resolve such inconsistency, the documents comprising this Contract apply in that order.
- 1.3** Notwithstanding clauses 1.1 and 1.2 where a Purchase Order for Goods and/or Services is issued under the terms of an existing written agreement between the Supplier and SAAL, the terms of that agreement will prevail over these Terms and Conditions in the event of any inconsistency.
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2. Definitions and Interpretation

- 2.1** The following definitions apply unless the context requires otherwise.

"Force Majeure" means any event or circumstance which is reasonably beyond the control of a party which, despite the exercise of a reasonable standard of care and diligence, cannot be prevented or overcome and includes any of the following events or circumstances:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, munitions of war, or civil war;
- (b) riot, commotion or civil disorder not directed at or caused by the Supplier;
- (c) requirements by order of a Government Agency in respect of a pandemic or which prevent the Supply from being performed; or
- (d) natural catastrophes such as flood, earthquake, hurricane, typhoon and volcanic activity.

"Goods" means the goods specified in the Purchase Order (including any parts of the goods specified) and includes any goods used during the performance of any Services or which are to be delivered to SAAL in providing the Services.

"Government Agency" means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, court, department, commission, authority, tribunal agency or entity.

"GST" means the Goods and Services Tax as defined in the Tax Act.

"Intellectual Property Rights" means all industrial and intellectual property rights whether protectable by statute, at common law, or in equity, including all copyright and similar rights, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs, and rights in relation to trademarks.

"Law" means:

- (a) any present or future requirements of any statute, regulation, order, rule, subordinate legislation, common law, equity or other document enforceable under such laws;
- (b) any lawful requirements, directions or instructions of any Government Agency; and
- (c) the listing rules of any recognised stock exchange.

"SAAL" means the relevant related body corporate of South Australia Athletic League (ABN 12661360160) set out in the Purchase Order.

"SAAL Policies and Governance Requirements" includes SAAL Standards, Specifications, Frameworks, Code of Conduct, Procedures and Instructions as may be applicable (as amended from time to time), that are provided by SAAL to the Supplier or are made available to the Supplier on the SAAL website or otherwise.

"Purchase Order" means the purchase order relating to the Supply to SAAL which refers to these Terms and Conditions.

"Services" means the services to be performed as specified in the Purchase Order (including any part of the specified services and the results of the specified services).

"Site" means the operating site of SAAL.

"Supplier" means the person, firm or company to whom the Purchase Order is directed and who will provide the Supply to SAAL.

"Supplier Personnel" means any of the Supplier's employees, sub-contractors, agents and representatives involved in providing the Supply and includes any other person for whose conduct the Supplier is liable under any Law.

"Supply" means the Services to be performed (if any) and the Goods to be delivered by the Supplier (if any).

"Standards" means all standards, specifications, requirements and rules issued by the various standards association bodies or required by Law.

"Tax Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the A New Tax System (Goods and Services Tax) Regulations 1999 (Cth).

"Taxes" means all taxes, fees, levies, duties and charges imposed or assessed in respect of the provision of the Supply under any Law.

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- 2.2** A reference to an agreement or document is to the agreement or document as amended, supplemented, novated or replaced except to the extent prohibited by the Contract or that other agreement or document.
- 2.3** A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- 2.4** Mentioning anything after included, including, for example, or other similar expressions does not limit what else might be included.
- 2.5** A reference to writing includes an email or facsimile transmission and any other physical or electronic means of reproducing words in a tangible and permanently visible form.
- 2.6** A reference to a document (or any similar word) includes a reference to all electronic, magnetic, photographic and other mediums by which information may be stored or reproduced.
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3. Performance / Delivery

- 3.1** When providing the Supply to SAAL, the Supplier must deliver all Goods (if any) and perform all Services (if any) at the address nominated on the Purchase Order and on the date or dates specified in the Purchase Order or to another address or later date reasonably requested in writing by SAAL.
- 3.2** In performing the Supply, the Supplier must comply with the SAAL Policies and Governance Requirements.
- 3.3** The Goods delivered to SAAL must be accompanied by:
- (a) a delivery docket or packing slip (or other similar documentation) which quotes the Purchase Order number, item number, units of measure, quantity delivered, the name of the SAAL representative who made the Purchase Order and any other requirements specified in the Purchase Order; and
 - (b) all relevant manufacturer or Supplier instructions concerning the use of the Goods and all relevant manufacturer or Supplier warranties in respect of the Goods.
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4. Quality and description of Goods

- 4.1 The Supplier must ensure that the Goods:
- (a) match the description in the Purchase Order;
 - (b) correspond with any sample provided to SAAL by the Supplier;
 - (c) comply with all relevant Standards and Laws (including in relation to packaging and labelling, occupational health and safety and the environment) and any relevant information in relation to such compliance is provided to SAAL; and
 - (d) be new and of merchantable quality, fit for purpose and free from any defects.
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5. Quality of Services

- 5.1 The Services must:
- (a) match the description of the Services in the Purchase Order and the scope of work issued by SAAL and/or quote provided by the Supplier relating to the Services;
 - (b) correspond in nature and quality with any Services demonstrated to SAAL by the Supplier;
 - (c) correspond in quality with any result which the Supplier showed could be achieved by the Services;
 - (d) be performed:
 - (i) by appropriately qualified and trained personnel; and
 - (ii) with due care and skill; and
 - (e) be fit for the purposes for which those types of services are commonly procured and for any other purposes which are specified in the Purchase Order.
- 5.2 The performance of the Services must comply with all relevant Standards and Laws (including in relation to packaging and labelling and occupational health and safety and the environment) and any relevant information in relation to such compliance is provided to SAAL.
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6. Hazardous Materials

- 6.1 The Supplier must transport and store all hazardous materials and dangerous Goods in accordance with all Laws, Standards and SAAL Policies and Governance Requirements and must provide SAAL with the relevant materials safety data sheet ("MSDS") for all such materials and Goods.
- 6.2 No hazardous materials or dangerous Goods may be delivered to SAAL until the relevant MSDS has been provided to SAAL.
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7. Acceptance

- 7.1 SAAL may require the Supplier to provide evidence, acceptable to SAAL, that the Supply is in accordance with the Contract and the Supplier must provide such evidence within the time prescribed in the request.
- 7.2 The Supply is accepted by SAAL upon the later of:
- (a) if a request is made by SAAL in accordance with clause 7.1, SAAL determining at its discretion that the evidence provided to it by the Supplier is satisfactory; and
 - (b) the passage of a reasonable period of time for SAAL to inspect the Goods after delivery and to inspect and test the results of any Services after performance.

For the avoidance of doubt, payment for the Supply or the signing of delivery documents does not constitute acceptance of the Supply and will not be construed as evidence or an admission that the Supply has been supplied in accordance with the Contract but is a payment on account only.

- 7.3 Subject to clause 8, the title and risk in any Goods passes to SAAL upon acceptance of the Supply.
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8. Rejection

- 8.1** SAAL may, at any time and despite any acceptance of the Supply, reject the Supply if it reasonably determines that:
- (a) the Supply does not comply with the Contract;
 - (b) the Supplier has breached any terms of the Contract; or
 - (c) if Goods are specified in the Purchase Order, the Goods are delivered in greater quantity than is specified.
- 8.2** If SAAL rejects the Supply, SAAL may at its election and without limiting its other rights under the Contract or at Law:
- (a) require the Supplier to re-supply any or all of those Goods or remedy a defect in the Services performed or re-do the Services at no additional cost to SAAL;
 - (b) require the Supplier to provide a credit or a refund to the value of any or all the relevant Goods or Services;
 - (c) require the Supplier to reimburse SAAL for any expenses incurred by SAAL in making good any defective Goods and any defective Services provided; or
 - (d) return any rejected Goods to the Supplier at the Supplier's risk and expense.
- 8.3** SAAL may return any Goods that have been incorrectly ordered by SAAL. If SAAL decides to return such Goods, it is required to pay only the freight and handling charges associated with effecting the return of such Goods to the Supplier.
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9. Price

The price of the Supply is inclusive of all costs of the Supplier whether foreseen or unforeseen, including all insurance and Taxes (other than GST) (if any) which must be paid by the Supplier.

10. GST

- 10.1** Words or expressions used in this clause which are defined in the Tax Act or, if not so defined, then which are defined in the Trade Practices Act 1974 (Cth), have the same meaning in this clause.
- 10.2** The Supplier must submit tax invoices in compliance with the Contract and SAAL Policies and Governance Requirements, and SAAL will have no obligation to pay any part of the price or any other amount due under the Contract until it receives such a tax invoice for the relevant amount.
- 10.3** If required by Law, the Supplier must be registered for GST.
- 10.4** Despite any other provision in the Contract, if a party ('Supplying Party') makes a taxable supply under or in connection with the Contract on which GST is imposed:
- (a) the consideration payable or to be provided for that supply under the Contract but for the application of this clause ('GST exclusive consideration') is increased by, and the recipient of the supply ('Receiving Party') must also pay to the Supplying Party, an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing on the date the supply is made; and
 - (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplying Party without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- 10.5** All tax invoices must comply with the requirements of the Tax Act (as a 'tax invoice') and be submitted by the tenth business day of the month following the month in which the Services are accepted.
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11. Terms of payment

- 11.1** Subject to compliance with clause 10 (if applicable), all payments will be made within thirty (30) days from end of month of date of invoice received by SAAL. Where the Supplier is a 'small business' under the Payment Times Reporting Act 2020 (Cth), SAAL will use its best endeavours to make payment within 21 days of receipt of the invoice by SAAL.
- 11.2** Invoices should be forwarded to admin@saal.org.au in PDF format.
- 11.3** SAAL may set off against any amount due for payment by SAAL to the Supplier any amount the Supplier owes SAAL. This clause does not limit SAAL's right to recover those amounts any other way.
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12. Termination

- 12.1** SAAL may, without cause and at any time, terminate the Contract prior to the provision of the Supply and SAAL will not be liable to the Supplier in any respect by reason of any such termination.
- 12.2** Without limiting its rights under clause 12.1, SAAL may at its discretion pay the Supplier such sum in respect of any Services rendered by the Supplier up to the date of termination (if any) as it determines.
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13. Insurance

- 13.1** Before commencing the provision of the Supply under the Contract, the Supplier must effect and maintain:
- (a) all insurances required by Law, SAAL Policies and Governance Requirements, any applicable Standards or the Contract;
 - (b) not less than \$20 million public liability insurance for any one occurrence;
 - (c) where Goods are being supplied, product liability insurance of not less than \$5 million in the aggregate for one 12-month period of insurance;
 - (d) where professional Services are being supplied, not less than \$2 million professional indemnity insurance for each and every claim and in aggregate for one 12-month period of insurance;
 - (e) where a motor vehicle is being used for the Supply, motor vehicle insurance of at least \$10 million for each and every claim; and
 - (f) all insurances which a prudent supplier would maintain in providing the Supply.
- 13.2** The insurances held by the Supplier must cover the Supplier, the Supplier Personnel and any relevant third parties (including any subcontractors) for their respective rights, interests and liabilities under the Contract or under any Law.
- 13.3** The Supplier must provide on demand by SAAL evidence satisfactory to SAAL of the insurances referred to in clause 13.1.
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14. Withholding payment amounts required by Law

- 14.1** SAAL may deduct, withhold or retain from any payment to the Supplier in relation to the Contract any amount SAAL is required by any Government Agency to deduct, withhold or retain or otherwise required by Law to deduct, withhold or retain (a "Withholding Amount") and SAAL conduct will constitute full discharge of SAAL obligation to pay the consideration to the extent of that Withholding Amount.
- 14.2** If any consideration paid to the Supplier by SAAL under or in connection with the Contract is paid free of a Withholding Amount, and at any time after such payment, SAAL becomes aware (either by notification from a Government Agency or otherwise), that a Withholding Amount should have been withheld, deducted or retained from such consideration, SAAL shall be entitled to recover from the Supplier any subsequent amount SAAL may be required to pay to a Government Agency for failing to withhold such Withholding Amount (including any amounts required to be withheld). Such payments must be paid to SAAL within 30 days of receipt of written notice from SAAL and in accordance with clause 11. For the avoidance of doubt any such amounts to be recovered from the Supplier will be exclusive of the consideration payable to the Supplier.
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15. Warranties

15.1 The Supplier represents and warrants to SAAL that:

- (a) it is capable of supplying and will supply the Goods and perform the Services as ordered by SAAL in accordance with the Contract;
- (b) it will perform its obligations under the Contract with due care, skill and diligence and the Goods supplied and the Services performed will be in accordance with the Contract including clauses 3, 4 and 5 of these Terms and Conditions;
- (c) it will obtain, at its cost, and assign to SAAL the benefit of all usual trade warranties and any other warranties requested by SAAL;
- (d) it has good and marketable title in any Goods;
- (e) the Supplier is the sole legal and beneficial owner of any Goods free from all mortgages, charges, encumbrances, liens and other third-party rights and claims;
- (f) it is not insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth) or otherwise;
- (g) it has examined and considered information made available by SAAL to the Supplier for the purpose of providing the Supply;
- (h) it has taken all reasonable measures to ensure that no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract;
- (i) it will remain fully responsible for the provision of the Supply and all information created or developed or required to be created or developed under the Contract by the Supplier irrespective of any review or acceptance of that Supply or information by SAAL;
- (j) it is registered for GST, if required by Law to be;
- (k) it has not relied upon any representation of, or information provided by, SAAL which is not expressly stated or included in the Contract;
- (l) it will pay all Taxes (other than any GST);
- (m) it implements appropriate cyber security measures and has in place appropriate plans and procedures to allow it to respond efficiently and effectively to a cyber security incident;
- (n) it will use reasonable endeavours to maintain its information technology systems, operational technology systems, networks, internet-enabled applications from loss or unauthorised destruction, alteration, disclosure of, access to or control and will regularly review its cyber security arrangements to verify its application in practice and maintain and keep records evidencing the same; and
- (o) the use of any Goods and the performance of any Services does not infringe upon, or contribute to the infringement of, any Intellectual Property Rights.

15.2 The Supplier acknowledges that SAAL has relied upon such warranties in entering into the Contract.

15.3 This clause 15 survives any termination of the Contract.

16. Indemnities

- 16.1** The Supplier will be liable for, and indemnifies SAAL and SAAL personnel for all actions, claims, costs, charges, damages, expenses, liabilities, losses or damages (including legal costs on an indemnity basis whether incurred by or awarded against SAAL) that SAAL and SAAL personnel may suffer, incur or sustain arising directly or indirectly out of or in connection with:
- (a) the performance, non-performance or any breach of the Contract or of any Law by the Supplier or Supplier Personnel;
 - (b) any negligent, wilful or unlawful conduct of the Supplier Personnel;
 - (c) the illness, injury or death of any Supplier Personnel arising out of, or in connection with, the provision of the Supply;
 - (d) any claim made against SAAL by any Supplier Personnel in respect of any Law;
 - (e) the death, illness, or injury of any person or loss or damage to any property of any kind whatsoever, caused or contributed by the provision of the Supply or by Supplier Personnel;
 - (f) any false, misleading or deceptive statement or conduct of the Supplier or of Supplier Personnel.
- 16.2** The Supplier's liability to indemnify SAAL will be reduced proportionally to the extent that any negligent or unlawful act or omission of SAAL contributes to the loss or liability.
- 16.3** This clause 16 survives any termination of the Contract.
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17. Confidentiality

- 17.1** The Supplier shall ensure that the Supplier Personnel keep confidential, not disclose to any third party or use (other than for the purposes of this Contract), without the prior written consent of SAAL, any data, information or documents obtained as a consequence of the Contract.
- 17.2** The obligation referred to in clause 17.1 does not apply to information which becomes generally available to the public other than by disclosure in breach of the Contract or an obligation of confidence owed by the Supplier or Supplier Personnel to SAAL.
- 17.3** Upon written request by SAAL, the Supplier must return to SAAL (or destroy at SAAL' discretion) all data, information or documents referred to in clause 17.1, but may retain such information on the Supplier's back-up servers or tapes subject to and for so long as the Supplier makes not direct attempt to restore and access SAAL information data, information or documents referred to in clause 17.1.
- 17.4** The Supplier must take all practical steps as may be necessary for compliance with clause 17.
- 17.5** The Supplier shall not issue any public statement concerning SAAL or its affairs without SAAL' prior written consent.
- 17.6** This clause 17 survives any termination of the Contract.
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18. Privacy

- 18.1** Where the Contractor Processes Personal Information in connection with this agreement, the Contractor will:
- (a) comply with all applicable Data Privacy Laws; and
 - (b) take all appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Information and against accidental loss, disclosure or destruction of, or damage to, Personal Information.
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19. Assignment and Sub-contracting

- 19.1** SAAL may assign or novate or otherwise transfer any of its rights or obligations under the Contract at its absolute discretion.
- 19.2** The Supplier must not, without the prior written consent of SAAL assign, novate, sub-contract or otherwise transfer any of its rights or obligations under the Contract or sub-contract any part of the performance of the Contract.

20. Intellectual Property

- 20.1** Subject to clause 20.2, this Contract does not assign any background Intellectual Property Rights i.e., those rights owned by SAAL or the Supplier which did not come into existence because of the performance of the Supply under this Contract.
- 20.2** The Supplier agrees to grant to SAAL a non-exclusive, transferable, royalty free, irrevocable and perpetual licence (with a right to grant sub-licences) to use all of the Intellectual Property Rights (present or future) created, discovered or coming into existence as a result of, for the purpose of, or in connection with the provision of, the Supply.
- 20.3** This clause 20 survives the termination or expiry of the Contract.

21. Local suppliers

- 21.1** SAAL prefers (wherever possible) to provide local (Australian) suppliers with a full, fair and reasonable opportunity to provide the Supply in relation to the Contract.
- 21.2** Notwithstanding clause 18, if the provision of the Supply is to be supplied by a sub-contractor to the Supplier, then the Supplier must satisfy the terms and intent of this clause, that is, local (Australian) suppliers must be given a full, fair and reasonable opportunity to submit a prequalification proposal in respect of the provision of the Supply.

22. Anti-bribery

- 22.1** Each party must:
- (a) at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including but not limited to the Criminal Code Act 1995 (Cth), the Foreign Corrupt Practices Act 1977 (United States), and the Bribery Act 2010 (United Kingdom) (Relevant Requirements); and
 - (b) have and maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements, and enforce them where appropriate.

23. Modern Slavery

- 23.1** The Supplier must ensure that its Supplier Personnel, comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force from time to time.
- 23.2** The Supplier represents and warrants that, as at the date of this Contract:
- (a) It has investigated its labour practices, to satisfy itself that to the best of its knowledge there are no identified cases of modern slavery or human trafficking used anywhere in its business, its supply chain, or by any sub-contractors; and
 - (b) the Supplier and any Supplier Personnel:
 - (i) has not been convicted of any offence involving slavery or human trafficking; or
 - (ii) to the best of its knowledge, has not been, or is, the subject of any formal complaint, investigation, inquiry or enforcement proceedings by any person or regulatory body in connection with slavery or human trafficking.
- 23.3** The Supplier must use commercially reasonable endeavours to ensure its contractual relationships with its supply chain (including the sub-contractors), include anti-slavery and human trafficking due diligence procedures relating to their respective supply chain.
- 23.4** The Supplier must give SAAL all information requested by SAAL to report on, or comply with, any anti-slavery or human trafficking laws in force from time to time, or any direction of a governmental agency relating to anti-slavery or human trafficking, promptly after a request from SAAL to do so.
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24. Nature of Relationship

- 24.1** This agreement is an agreement for the provision of Supply and nothing in this agreement creates an employment relationship, joint venture, partnership, relationship of agency or any other relationship between the Supplier or any of the Supplier Personnel and SAAL.
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25. Import duty

- 25.1** SAAL may make applications for import duty concessions in relation to the Supply procured in accordance with the Contract.
- 25.2** The Supplier will provide whatever assistance and information requested by SAAL in a timely manner to assist in such applications.
- 25.3** Where SAAL succeeds with such applications, the Supplier will obtain duty refunds as requested by SAAL and remit the proceeds to SAAL.
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26. Force Majeure

- 26.1** Where a party is unable, wholly or in part, by reason of Force Majeure, to carry out any obligations under the Contract and that party:
- (a) gives the other party prompt written notice stating the circumstances constituting the Force Majeure, the extent and likely duration of those circumstances and specifying the measures proposed to be adopted to remedy or abate the Force Majeure;
 - (b) makes every reasonable effort to minimise the effects of the Force Majeure; and
 - (c) has not caused or contributed to the Force Majeure,
- 26.2** then that obligation is suspended so far as it is affected by Force Majeure but must be resumed as soon as reasonably possible after the cessation of the Force Majeure.
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27. Jurisdiction

- 27.1** This Contract shall be governed by the laws of South Australia, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State.
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28. Amendments

- 28.1** This Contract may be varied by SAAL at any time by giving the Supplier written notice.
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29. Waiver

- 29.1** No waiver by SAAL regarding a breach of any obligation contained or implied in this Contract operates as a waiver of another breach of the same or of any other obligation contained or implied in the Contract.
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30. Indemnities

- (a) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of the Contract.
- (b) It is not necessary for SAAL to incur expense or to make any payment before enforcing a right of indemnity conferred by this Contract.