

New / Update Supplier Form

To be set up as a new supplier for Council OR to advise change of details as an existing supplier to Council

Advisory Notes:

- Mandatory fields indicated with *
- Please return completed and signed form along with supporting bank account documentation directly to your contact person at Council.
- Should you have any further enquiries, Council can be contacted by phone on 9330 6400 between 8.30am & 5.00pm, Monday to Friday or accounts payable@georgesriver.nsw.gov.au.

*Your Council Contact (who at Council you liaise with): _____

*Type of Request (Select one only)

New Supplier Request

Update to Existing Supplier Details
All mandatory fields in the form must still be completed.

Your Creditor ID (Located on remittance received from Council):

Supplier Details

*Legal Name:

*Trading Name:

*ABN:

*Registered for GST: Yes No

Note: Under Australian Tax Office (ATO) legislation, failure to supply either an ABN or a completed Statement By A Supplier Form will result in withholding tax of 46.5% deducted from payment.

*Type of good or service supplied:

Supplier Contact Details

*Contact Name:

*Phone No.:

Mobile No.:

*Email address:

*Street:

*Suburb:

*State:

*Postcode:

Postal Address (If different to above)

Street:

Suburb:

State:

Postcode:

Payment Information

*Preferred payment method
(Tick one only)

EFT (Council's preferred method)
If ticked, complete bank details below and overleaf.

Cheque
If ticked, go straight to Invoicing and Payment Terms section

Bank Account Details for EFT (Only required if EFT payment method above is ticked)

Name of Account Holder (i.e. J Smith):

Name of Bank/Financial Institution:

Name/Address of Branch:

BSB:

Account Number :

Account/Customer Number for your EFT Reference:

Email address for remittances:

If email address is not supplied, remittances will be posted.

Proof of Bank Detail for EFT Payment (Document to be attached)

All Suppliers must confirm their banking details by providing one of the following documents as part of this form submission, **redact personal information** (tick and attach):

- Copy of your bank deposit slip; or
- Copy of your company cheque; or
- Copy of a section of your bank statement/screenshot only showing the Bank Name, Account Name, BSB and Account Number (Account balance is not required).

Previous EFT Details (Only required if updating your organisation's previous EFT details with Council)

Name of Account Holder:

Name of Bank/Financial Institution:

Name/Address of Branch:

BSB: - **Account Number :**

Invoicing and Payment Terms***Please tick to acknowledge the following:**

- We acknowledge that all invoices must quote a valid Georges River Council purchase order number and should be sent to accountspayable@georgesriver.nsw.gov.au.

Invoices will not be actioned unless a valid purchase order number is quoted.

***Please tick the appropriate payment term:**

- We acknowledge and agree to Council's standard 30 day payment terms and *General Terms and Conditions of Purchase* (page 3 of this document).
- For contracts with Council for construction only, we acknowledge and agree to the Building Construction Industry Security of Payment Act 15 day payment terms and Council's *General Terms and Conditions of Purchase* (page 3 of this document).

Authorisation & Declaration

I am authorised on behalf of the supplier nominated on this form to complete and submit this form.

I agree that all information supplied is true and accurate to the best of my knowledge and will advise any changes via completion and submission of a new form.

***Signature:**

***Date:**

***Name:**

***Position Title:**

***Authorised Position Title/s to make future changes:**

RETURN FULLY COMPLETED AND SIGNED FORMS AND SUPPORTING BANK ACCOUNT DOCUMENTATION VIA DIRECT EMAIL TO YOUR COUNCIL CONTACT PERSON

Instructions for Council staff: Complete the [Creditor Maintenance Request Form](#) and ensure you **attach the return email from the supplier (containing this completed form and proof of bank documentation)** as record that the information was provided directly from the supplier.

Privacy Disclaimer

Your personal information is being collected by Council in accordance with applicable legislation.

The provision of your personal information is voluntary, however the information assists Council in the delivery and management of the subject request, and / or as required by law. Your personal information will be used and disclosed for the Council's purposes, or a directly related purpose, unless you consent to another use or disclosure, in emergencies or as otherwise required or authorised by law.

Should you wish to access or amend your personal information please make a written request to Council by:

Post: PO Box 205, Hurstville BC NSW 1481

Email: mail@georgesriver.nsw.gov.au

For more information please refer to [Council's Privacy Management Plan](#).



Georges River Council (GRC) – General Terms and Conditions of Purchase

1. General

These conditions apply to any Purchase Order for goods and/or services ("Goods/Services") placed by Georges River Council (*referenced as GRC in remainder of document*) and must be read in conjunction with any contract specified in an individual Purchase Order. If there is any inconsistency between these conditions and of the contract, the contract terms and conditions will prevail.

2. Quality and Delivery

The Supplier must, as specified in the Purchase Order:

- (a) Provide Goods/Services safely and appropriately to protect it from damage; and
- (b) As stipulated deliver the Goods/Services:
 - (i) by the date;
 - (ii) to the place; and
 - (iii) in the quantity

3. Ownership and Risk

- (a) Title in the Goods/Services will pass to GRC on receipt.
- (b) The Supplier assumes all risk in the Goods/Services until it is received and accepted by GRC.

4. Warranties

- (a) In addition to any warranties implied by law, the Supplier warrants that:
 - (i) the Goods/Services are free from defects in material and workmanship and are of merchantable quality and are fit for purpose;
 - (ii) it has a right to provide the Goods/Services;
 - (iii) the Goods/Services are free from any charge or encumbrance in favour of any third party not declared or known to GRC before or at the time the Purchase Order is made;
 - (iv) the Goods are of the description and quality specified in the Purchase Order;
 - (v) the Goods/Services comply with all applicable Australian standards and legislation; and
 - (vi) the Goods do not infringe any patent, registered design, trademark or name, copyright or any other protected right.
- (b) The Supplier will ensure that any warranty offered by a manufacturer of the Goods/Services is enforceable by GRC.
- (c) For the avoidance of doubt GRC may treat any breach of the warranties in this clause by the Supplier as a repudiation of the Purchase Order giving rise to the remedies specified in clause 5.
- (d) By agreeing to provide Goods and/or Services in accordance with the Purchase Order the Supplier warrants that it complies with the *Fair Trading Act 1987 (NSW)* and the *Competition and Consumer Act 2010 (Cth)*.

5. Acceptance and Rejection

- (a) GRC may, at any time before acceptance, reject the Goods/Services if GRC believes the Goods/Services are defective, do not comply with the warranties specified in clause 4 or do not meet the requirements of the Purchase Order. GRC prior to rejection may unpack, inspect and test the Goods/Services for this purpose.
- (b) GRC may, at any time after acceptance, reject the Goods/Services if GRC believes the Goods/Services are defective, do not comply with the warranties specified in clause 4 or does not meet the requirements of the Purchase Order, provided that the defect could not have been discovered prior to acceptance.

If GRC rejects the Goods/Services (or any part of the Goods/Services) the Supplier must comply with a requirement of GRC to:

 - (i) collect the defective Goods/Services and replace it at the Supplier's expense; or
 - (ii) refund GRC any amount paid for the defective Goods/Services.
- (c) The parties expressly agree that the rights of GRC pursuant to paragraph (c) above apply notwithstanding that the matters in clause 4 are described as warranties.
- (d) Packaging: The supplies shall be suitably packed in cases or crates or otherwise packaged for delivery to the satisfaction of GRC. All such cases or packaging shall be marked to properly identify the supplies so packaged. Goods must be adequately packaged to avoid damage prior to acceptance by GRC.

6. Cancellation/Termination

- (a) If the Supplier is unable to supply the Goods/Services as specified, it must promptly notify GRC, and if the Goods/Services are completely unavailable, the Supplier may offer another Goods/Service as a substitution. GRC may accept or reject the substitute Goods/Services in its absolute discretion.
- (b) The substitution of the Goods/Services must be approved by both parties in writing.
- (c) GRC may (at any time before delivery), cancel or change the Purchase Order. If this occurs, and:
 - (i) the change causes an increase or decrease in the cost of the Goods/Services, or incidental costs/time required to deliver the Goods/Services, an equitable adjustment will be made appropriate to the circumstances;
 - (ii) Delays: the Supplier must notify GRC if there is to be a delay of the specified Goods/Services. Council may accept a new delivery date or in act clause 6 and cancel the order.
- (d) If the Supplier, fails to comply with any of these conditions; or
 - (i) Being a Person/Sole Trader/Trading Trust/Partnership, becomes bankrupt or files or has filed against him/her a petition in bankruptcy notice or enters into a deed of arrangement with or assignment for the benefit of his/her creditors; or
 - (ii) Being a corporation, takes or has taken against it any action or proceeding with the object of the winding up of such Company, then, GRC may forthwith cancel the Purchase Order by notice in writing to the Supplier. On cancellation of the Purchase Order, GRC shall be under no obligation to pay for any supplies, materials and specifications, whether wholly or partly manufactured, then in the possession of the Supplier. Any supplies, materials and specifications, whether wholly or partly manufactured, then in the possession of the Supplier, shall be delivered by and at the cost of the Supplier to GRC or such persons as GRC shall direct.

7. Price, Payment Terms, GST

- (a) The Supplier must have an Australian Business Number (ABN). GRC requires the Supplier to issue a tax invoice for the Goods/Services. The Supplier's tax invoice(s) are to show all the details required by A New Tax System (Goods and Services Tax) Act 1999.
- (b) If the Supplier is not registered for GST and is not required to be registered for GST, GRC requires the Supplier to issue an invoice for the Goods/Services.
- (c) A (tax) invoice must identify the Purchase Order Number and the Supplier's ABN that is recorded in the Australian Business Register for that ABN. Otherwise, PAYG Withholding (No ABN) law requires GRC to withhold an amount from the payment and send it to the Australian Taxation Office.
- (d) GRC will pay the Supplier within the agreed terms of payment with the Supplier on receipt of a correctly rendered invoice.

8. Indemnity

The Supplier indemnifies GRC against any and all claims by a third party and any loss, personal injury, death or damage arising out of or in connection with an act or omission of the Supplier in supplying the Goods/Services or any and all obligations or warranties under these conditions.

9. General

- (a) The Supplier must not assign the benefit of the Purchase Order without GRC's prior written approval.
- (b) No variation of the Purchase Order will be binding on GRC unless in writing and signed by a duly authorised representative of GRC.
- (c) GRC's failure or delay to enforce a condition, or to exercise a right or remedy for breach, is not a waiver of any other breach.
- (d) These conditions will be governed by the law of New South Wales and the parties submit to the jurisdiction in that State.

10. Insurance

If supply of Goods or Services to GRC involves a contract with GRC, please refer to the contract conditions for insurances required.

