

## UQ Purchase Order Contract Conditions (“Conditions”)

### 1 The Contract

- (a) A Contract is formed between UQ and Supplier on the terms of these Conditions (and to the exclusion of any other terms and conditions) when the Supplier:

- (i) accepts a PO; or
- (ii) provides the Goods or Services set out in a PO after receiving a PO.

The Contract continues until the Goods are delivered or the Services are performed, or on the expiry date specified in the PO (if applicable) unless terminated earlier in accordance with this Contract.

- (b) The Contract comprises these Conditions, the PO and any other document incorporated by reference in the PO (in descending order of precedence if there is an inconsistency among the documents).

### 2 Supplier to provide Deliverables

UQ appoints the Supplier to supply the Deliverables. The Supplier accepts the appointment. The Supplier must provide the Deliverables in accordance with this Contract and UQ’s delivery instructions including within the timeframes specified in the PO or as otherwise agreed.

The Supplier will promptly notify UQ if it believes it will not be able to meet any delivery date or other timeframes specified in the PO. If the Supplier cannot meet the timeframes specified in the PO, then UQ may terminate the Contract at no cost to UQ.

### 3 Requirements

- (a) The Supplier must ensure that the Goods satisfy the description in the Contract, are of a high quality, and fit for their usual purpose and any other purpose disclosed by UQ before the Contract is formed.
- (b) The Supplier must ensure the highest quality of work, and provide the Services in a proper, timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services.
- (c) The Supplier must comply with all policies, codes of conduct (including workplace health and safety policies, the Supplier Code of Conduct and the Ethical Supplier Threshold), rules, standards and procedures (‘policies’) which apply to the Deliverables and/or the Supplier’s obligations under this Contract. If any new policies are introduced, or amendments made to any existing policies, which apply to the Deliverables and/or the Supplier’s obligations under this Contract, the Supplier must comply with the new or amended policies. Access to the relevant policies will be provided on request.
- (d) The Supplier must comply with all reasonable directions of UQ in relation to the Supplier’s performance of the Contract.
- (e) The Supplier must comply with all Laws including but not limited to the *Disability Discrimination Act 1992* (Cth), *Modern Slavery Act 2018* (Cth), (where applicable to the Supplier) and the *Human Rights Act 2019* (Qld) (where applicable to the Supplier).
- (f) The Supplier must maintain public liability and products insurance for a minimum amount of \$5 million per claim or such other amount as specified by UQ in the PO and workers’ compensation insurance (if required by law), and any other insurance specified in writing by UQ.
- (g) The Supplier must not use or disclose or otherwise make available any Confidential Information to any person except to its Personnel on a need to know basis to perform the Contract.
- (h) If the Supplier collects or has access to any Personal Information in order to perform the Contract, the Supplier must, when performing this Contract:
  - (i) comply with one of the following:
    - (A) if UQ is an ‘agency’ for the Information Privacy Act, other than for Chapter 3 of the Information Privacy Act – comply with those parts of Chapter 2 of the Information Privacy Act which are applicable to UQ, as if the Supplier were UQ; or

- (B) otherwise – comply with the Australian Privacy Principles in the Privacy Act; and
- (ii) immediately notify UQ on becoming aware of a breach of this clause or any unauthorised access, use, modification, disclosure or other misuse of any Personal Information.
- (i) The Supplier is fully responsible for its Personnel, including for ensuring Personnel comply with the Requirements. The Supplier is not, and Supplier Personnel are not, employees of UQ.

## **4 Warranties**

### **4.1 Conflict of interest**

The Supplier warrants that it and, to the best of its knowledge and belief, having made reasonable enquiries, its Personnel, do not have a Conflict of Interest in the performance of the Contract, except as previously disclosed in writing to UQ and which has been and can continue to be appropriately resolved to the satisfaction of UQ.

If a Conflict of Interest or risk of it arises during the Contract Term, the Supplier must notify UQ immediately. Upon receipt of such a notice, or upon UQ otherwise identifying a Conflict of Interest or a risk of it, UQ may, without limiting its rights under clause 11, direct the Supplier as to how to resolve the Conflict of Interest and the Supplier must comply with any reasonable direction given.

### **4.2 Anti-competitive conduct**

The Supplier warrants that neither it, nor to the best of its knowledge and belief, having made reasonable enquiries, its Personnel, have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Contract or any actual or potential contract with any entity for goods and services similar to the Goods and Services. In addition to any other remedies available to it under Law or contract, UQ may, in its absolute discretion, immediately terminate the Contract if it believes the Supplier has engaged in collusive or anti-competitive conduct.

### **4.3 Criminal organisation**

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an offence under the Criminal Code in the *Criminal Code Act 1899 (Qld)* where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

### **4.4 Supplier information**

The Supplier warrants that all representations, warranties, declarations, statements, information and documents made or provided by the Supplier (including its representatives) in connection with the Contract are complete, accurate, up to date and not misleading in any way.

### **4.5 Modern Slavery**

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its supply chain, have not been convicted of any offence involving Modern Slavery.

The Supplier must immediately notify UQ if it becomes aware of any actual, potential or perceived Modern Slavery in its operation or its supply chain.

The Supplier warrants that it and its supply chain will conduct their business in a manner so as to reduce the risk of Modern Slavery in their operations and supply chains.

### **4.6 Warranties are ongoing**

The warranties in this clause are provided as at the date of the Contract and on an ongoing basis. The Supplier warrants that it will immediately notify UQ if it becomes aware that any warranty made in this clause was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way.

## **5 Invoicing, price and payment**

- (a) The Supplier may invoice UQ after delivery of Goods or Services that comply with the Requirements.
- (b) The Supplier must include adequate information for UQ to verify that the invoice is accurate and must provide supporting documentation reasonably requested by UQ. UQ is not required to pay any invoice that does not comply with this clause.

- (c) UQ will pay each Correctly Rendered Tax Invoice within 30 days of receipt, except where a government policy applies which prescribes a different payment period (such as the Queensland Government On-time Payment Policy, which requires payment of eligible invoices to small business suppliers within 20 days).
- (d) UQ may withhold payment of any amount which it disputes in good faith, until the dispute is resolved and it is determined that the amount is payable.
- (e) The Price is inclusive of all charges, expenses and overheads, and all taxes and duties, except for GST.

## **6 GST**

Unless expressly stated otherwise, all amounts payable under this Contract are GST exclusive.

If GST is payable on a supply under the Contract, the recipient must pay to the supplier an amount equal to the GST payable on the supply, at the same time that it is required to make the payment for the taxable supply, provided that it receives a valid tax invoice at or before the time of payment. Terms in this clause have the same meanings as in the GST Law.

## **7 Liability**

The maximum liability of a party to the other, whether in contract, tort (including negligence) or otherwise in connection with the Contract, is an amount equal to the total of all Prices (including additional expenses and charges) payable under the Contract, multiplied by 1.5. The cap on liability does not apply to liability in relation to:

- (a) personal injury, including sickness, injury or death;
- (b) loss of, or damage to, tangible property;
- (c) Wilful Default, Wilful Misconduct, unlawful act or omission of, or failure to comply with applicable Law by the Supplier or its Personnel;
- (d) a breach by the Supplier or its Personnel of any obligation under clause 4 (g) (confidentiality) or clause 4 (h) (privacy) or
- (e) any Claim by a third party:
  - (i) arising out of any negligent act or omission of the Supplier or its Personnel or
  - (ii) relating to breach of a third party's Intellectual Property Rights or Moral Rights.

## **8 Intellectual Property Rights**

The Supplier grants (and must ensure that relevant third parties grant) UQ an irrevocable, unconditional, perpetual, royalty free, non-exclusive, worldwide and transferable and sub-licensable licence to exercise all Intellectual Property Rights in the Deliverables, for any purpose of UQ, the State of Queensland or other Queensland Government Body. The Supplier warrants that it is authorised to grant the rights in this clause and that the Deliverables and their use as permitted by the Contract will not infringe the Intellectual Property Rights or Moral Rights of any person.

## **9 Customer Data**

The ownership of Customer Data, including any Intellectual Property Rights in Customer Data, will vest in UQ on creation. The Supplier has no right, title or interest in Customer Data except as specified in this clause. The Supplier must not use, access, modify or disclose Customer Data to any person except to its Personnel or to others as specified in the Contract on a need to know basis to perform the Contract. The Supplier must comply with clauses 3 (g) and (h) and all applicable Laws in relation to Customer Data which is Personal Information or Confidential Information, and must provide reasonable assistance to UQ on request to enable UQ to comply with Laws, policies and standards applicable to UQ in relation to Customer Data including (without limitation) identifying, labelling, searching, reporting, copying, retrieving and modifying Customer Data in relation to Personal Information, Confidential Information, public records, right to information and information standards.

## **10 Where Requirements are not met**

If any Requirements for the Deliverables are not met, the Supplier must promptly (at UQ's option):

- (a) refund to UQ any monies paid for the Deliverables; or

- (b) resupply the relevant Goods or re-perform the relevant Services so that the Deliverables comply with the Requirements,

and UQ may exercise any other right or remedy that it has under this Contract or otherwise.

If the Supplier fails to comply with its obligations under this clause, UQ may have the Deliverables re-supplied or re-performed by others, and the Supplier must pay UQ on demand any costs incurred by UQ in doing so.

Acceptance of the Deliverables by UQ does not relieve the Supplier of any of its obligations under the Contract.

## 11 Termination

### 11.1 For cause

UQ may terminate the Contract immediately on written notice if:

- (a) UQ is satisfied that the Supplier has breached any warranty in this Contract;
- (b) a Conflict of Interest exists or arises and has not been, or in UQ's view cannot be, appropriately resolved to UQ's satisfaction;
- (c) the Supplier ceases business or indicates that it is unwilling or unable to complete the Contract;
- (d) the Supplier breaches the Contract and the breach cannot be remedied, or the breach can be remedied but the Supplier has not remedied the breach within a reasonable period nominated by UQ; or
- (e) the Supplier is or becomes Insolvent except if the stay on enforcing rights under Part 5.1 of the Corporations Act 2001 (Cth) applies.

Without limiting any other rights or remedies UQ may have, if UQ terminates under this clause 11.1, the Supplier must pay or reimburse UQ's reasonable costs of obtaining replacement Deliverables or arranging for another supplier to complete the Contract.

### 11.2 Show cause – Supplier Code of Conduct and Ethical Supplier Threshold

Where UQ reasonably suspects that the Supplier is not complying with the Supplier Code of Conduct or Ethical Supplier Threshold, UQ may by written notice require the Supplier to show cause, by the date specified in the notice (which must not be less than 5 Business Days), why UQ should not terminate the Contract. If the Supplier fails to show reasonable cause by the date specified by UQ, then UQ may, by notice in writing to the Supplier, terminate the Contract.

### 11.3 For convenience

UQ may terminate this Contract at any time in its absolute discretion without giving reasons by written notice to the Supplier. UQ will pay the Supplier for work performed and Deliverables supplied but not yet invoiced on a pro rata basis and the Supplier's reasonable and documented expenses directly relating to the termination. UQ will have no other liability to the Supplier relating to the termination under this clause.

In no case will the compensation payable as a consequence of termination exceed the Price that would have been payable if the Contract had not been terminated. The Supplier must comply with any directions given by UQ in the notice in connection with the termination and take all reasonable steps to minimise its expenses relating to the termination.

## 12 General

The parties agree that:

- (a) **(notices)** they will send all notices relating to the Contract to the other party at the address listed in the PO, with a copy to the nominated contact person in the PO (or as updated by the parties). A notice will be deemed to be given:
  - (i) if posted within Australia to an Australian postal address 5 Business Days after the date of posting
  - (ii) if posted outside of Australia to an Australian postal address or within Australia to an address outside of Australia – 10 Business Days after posting;
  - (iii) if delivered by hand during a Business Day - on the date of delivery;

- (iv) if emailed - on the date recorded on the device from which the party sent the email, unless the sending party receives an automated message that the email has not been delivered, except that a delivery by hand or email received after 5:00pm (local time of the receiving party) will be deemed to be given on the next Business Day;
- (b) **(communication)** they will direct all other communications relating to the Contract to the other party's nominated contact person, or to another person if the other party directs;
- (c) **(variation)** the Contract may only be varied by written agreement of authorised representatives of the parties;
- (d) **(entire agreement)** this Contract sets out all the parties' rights and obligations relating to the subject matter of the Contract, and it replaces all earlier representations, statements, agreements and understandings except as stated otherwise in this Contract. No other terms apply;
- (e) **(relationship)** their relationship is of Customer and Supplier. This Contract does not create any partnership, joint venture, agency or employment relationship. The Supplier must not represent itself or allow anyone else to represent that the Supplier is a partner, agent, joint venturer, officer or employee of UQ;
- (f) **(manufacturer warranties)** the Supplier assigns any manufacturer's warranty to UQ, where possible to do so, and must inform UQ where it is not possible to do so;
- (g) **(delivery)** the Supplier must deliver the Goods or other relevant Deliverables to the Site in accordance with UQ's instructions. If the Supplier asks, UQ will confirm in writing that the Deliverables have been received;
- (h) **(packaging)** the Supplier must adequately pack and protect Goods to withstand transit and storage;
- (i) **(rejected Goods)** if UQ rejects Goods, and the Supplier does not repossess the rejected Goods within 30 days of notice of rejection, UQ may sell or dispose of the Goods, at UQ's cost;
- (j) **(risk)** risk will transfer to UQ when the Goods are delivered to the delivery address specified in writing by UQ, in accordance with the delivery instructions;
- (k) **(title)** title in the Goods and Deliverables will transfer on the earlier of the delivery or payment of the applicable Price;
- (l) **(no encumbrance)** the Supplier warrants that the Goods are not (and when title passes, will not be) subject to any encumbrance or interest, except for an encumbrance or interest which arises by operation of a Law that cannot be excluded by contract;
- (m) **(financial viability)** UQ at its absolute discretion may conduct financial viability assessments on the Supplier. The Supplier must cooperate with any financial viability assessments;
- (n) **(industrial relations)** the Supplier must comply with all Laws, applicable awards, collective agreements and industrial relations instruments, including those in relation to collective bargaining and the role of trade unions;
- (o) **(survival)** clauses 3 (f), 3 (g), 3 (h), 6, 7, 8, 9 and 12 (d), (e), (i), (j), (k), (l), (o), (r) and (s) and any other clauses which are expressed to survive or by their nature survive, will survive termination or expiry of the Contract for any reason;
- (p) **(access and inspection)** the Supplier must, on reasonable prior written notice from UQ, give UQ or its nominated agent reasonable access to the Supplier's premises where the Deliverables are being performed or produced, and to Supplier documentation, records and Personnel, to enable UQ or a third party engaged by UQ to verify:
- (i) the completeness and accuracy of information provided by the Supplier in connection with the Contract, and
  - (ii) the Supplier's compliance with its obligations under the Contract and must, without limiting UQ's other rights, promptly address any non-compliances notified by UQ to the Supplier to rectify;
- (q) **(subcontract)** the Supplier may only subcontract any part of its obligation under this Contract to subcontractors with UQ's prior written consent. UQ will not unreasonably withhold consent but may give consent subject to reasonable conditions. The Supplier's use of subcontractors will not

transfer responsibility to the subcontractor nor will it relieve the Supplier from its liabilities and obligations under the Contract;

- (r) **(disputes)** they will not bring any court proceedings relating to this Contract (except urgent interlocutory proceedings) without first attempting to resolve the dispute by negotiation;
- (s) **(right to disclose)** UQ may disclose information about the Contract:
  - (i) to professional advisers on a confidential basis for the purposes of obtaining advice;
  - (ii) on the Government's contract directory, where required or recommended by Government procurement policy, or
  - (iii) as required by Law, including under the Right to Information Act and/or the Information Privacy Act.

### 13 Definitions

**Business Day** means a day other than a Saturday, Sunday or public holiday at UQ's address.

**Claim** includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages or expenses, including those from third parties, those arising out of the terms of any settlement, and any kind of investigation and includes the allegation of a claim.

**Confidential Information** means all information disclosed by or on behalf of UQ or the Supplier ("**Discloser**") to the other party ("**Recipient**") in connection with the Contract or created using that information, which is confidential in nature and designated as confidential, or which a reasonable person receiving the information would realise is sensitive or confidential, and all information to the extent it is derived from that information, and (in the case of the Customer) all Customer Data.

Confidential Information does not include any information which:

- (a) is or becomes public, except through breach of a confidentiality obligation;
- (b) the Recipient can demonstrate was already in its possession or was independently developed by the Recipient; or
- (c) the Recipient receives from another person on a non-confidential basis except through a breach of a confidentiality obligation.

**Conflict of Interest** means having an interest, affiliation or relationship, or owing an obligation (whether personal, financial, professional or otherwise) which conflict, may reasonably have the potential to conflict, or may reasonably be perceived as conflicting, with the ability of the Supplier or its Personnel to perform its obligations under the Contract fairly and objectively.

**Contract** means an agreement between UQ and the Supplier, made up of the documents listed in the applicable contract conditions as forming part of the Contract.

**Contract Term** means the period of the Contract (including any extensions).

**Correctly Rendered Tax Invoice** means a tax invoice as intended by the GST Law:

- (a) in which the amount claimed is due for payment and correctly calculated either in Australian dollars or in the currency specified in the Details;
- (b) which is set out as an itemised account, identifying the GST exclusive amount, the GST component and the GST inclusive amount and enables UQ to ascertain what the invoice covers and the amount payable;
- (c) Which includes an ABN or ACN number; and
- (d) which includes adequate information for UQ to verify that the invoice is accurate, and which is accompanied by supporting documentation reasonably requested by UQ.

**Customer** means UQ.

**Customer Data** means any information, material, data, dataset or database:

- (a) provided by or on behalf of the Customer to the Supplier for use, processing, storing or hosting by the Supplier in performing the Contract; and
- (b) created, processed, produced or derived from using, processing, storing or hosting that information, material, data, dataset or database in the Supplier's performance of the Contract

or the use by the Customer of the Goods or Services or Deliverables the subject of the Contract; or

- (c) otherwise, the PO or other document incorporated by reference in the PO.

and includes Metadata but does not include any pre-existing material or new material owned by the Supplier.

**Deliverables** means the Goods, Services and documentation to be provided to UQ including as described in the PO (if any), the Request for Quote (if any) and the Requirements, and all incidental and ancillary goods, services and documentation.

**Discloser** has the meaning given in the definition of Confidential Information.

**Ethical Supplier Threshold** means the Ethical Supplier Threshold described in paragraph 2.3 of the Queensland Procurement Policy.

**Goods** means the goods the Supplier will provide, described in the Details or PO.

**GST** has the meaning given in the GST Law and includes an amount payable under or in accordance with section 5 of the *GST and Related Matters Act 2000* (Qld) or equivalent legislation.

**GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Information Privacy Act** means the *Information Privacy Act 2009* (Qld).

**Insolvent**- A person or entity is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001* (Cth));
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a controller appointed to its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement);
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the *Corporations Act 2001* (Cth)) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth) (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person or entity under the Laws of any jurisdiction. (a) Acts, ordinances, regulations, by-laws, orders, awards and proclamations in force from time to time in Queensland and any other relevant jurisdiction;

**Intellectual Property Rights** includes all copyright, trade mark, design, patents, semiconductor or circuit layout rights, plant breeders rights and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, whether created before or after the date of the Contract, but excludes Moral Rights.

**Key Personnel** means any people who might be identified in Requirements, Details or otherwise in a Contract as 'key personnel'.

**Laws** means all:

- (a) Acts, ordinances, regulations, by-laws, orders, awards and proclamations in force from time to time in Queensland and any other relevant jurisdiction;

- (b) certificates, licenses, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the provision of the Deliverables;
- (c) the requirements of any authority with jurisdiction in respect of the Deliverables and/or the Site, as applicable; and
- (d) fees and charges payable in connection with the foregoing.

**Metadata** means any system-generated data that is created or generated in connection with UQ's use of the Goods or Services, including in the use, processing, storing or hosting of any information, material, data, dataset or database in the provision of the Goods or Services and includes any descriptive, structural and administrative metadata.

**Modern Slavery** is as defined under the *Modern Slavery Act 2018* (Cth).

**Moral Rights** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world, whether existing before or after the date of the Contract.

**Personal Information** has the meaning given:

- (a) for the purpose of the *Information Privacy Act* – in that Act; or
- (b) for the purposes of the *Privacy Act* – in that Act.

**Personnel** means:

- (a) officers, directors, employees, agents, temporary contractors, and
- (b) in the case of the Supplier includes:
  - (i) any subcontractor and the subcontractor's officers, directors, employees, agents and temporary contractors and
  - (ii) any other person employed or engaged in the performance of the Contract.

**PO** means UQ's purchase order, and includes any form of order from UQ for the provision of the Deliverables which incorporates or refers to the Conditions.

**Price** means the price or prices described in a Contract, or calculated using a calculation method in the PO.

**Privacy Act** means the *Privacy Act 1988* (Cth)

**Queensland Government Body** means any of:

- (a) a body corporate or an unincorporated body established or constituted for a public purpose by the State of Queensland legislation, or an instrument made under that legislation (including a local authority);
- (b) a body established by the State of Queensland through the Governor or a Minister; or
- (c) an incorporated or unincorporated body over which the State of Queensland exercises control.

**Queensland Procurement Policy** means the Queensland Procurement Policy as published from time to time.

**Recipient** has the meaning given in the definition of Confidential Information.

**Request for Quote** means a document issued by UQ seeking quotes or offers for the supply of Deliverables which incorporates or refers to the Conditions.

**Requirements** means the standards, specifications and other requirements for the Deliverables and the performance of the Supplier's obligations under the Contract, which are set out in the Contract or otherwise agreed by the parties in writing.

**Right to Information Act** means the *Right to Information Act 2009* (Qld).

**Services** means the services the Supplier will perform under the Contract, described in the Details or PO (as applicable).

**Site** means the site or premises at which the Deliverables are to be provided as specified in the Details or PO (as applicable).



**Small Business** means a legal entity where the total number of employees and contractors which are employed/engaged by:

- (a) that entity; and
- (b) all of its related bodies corporate and associated entities, as those terms are defined in the *Corporations Act 2001* (Cth),

is less than 20.

**Supplier** is described in the PO;

**Supplier Code of Conduct** means the supplier code of conduct available at [www.forgov.qld.gov.au/supplier-code-conduct](http://www.forgov.qld.gov.au/supplier-code-conduct) and as updated and amended from time to time.

**UQ** means The University of Queensland ABN 63 942 912 684.

**Wilful Default** means fraud, fraudulent concealment, dishonesty, or any illegal or malicious act or omission in relation to the Contract by the Supplier or its Personnel.

**Wilful Misconduct** means an intentional breach of either a material provision of the Contract or of a Law in respect of the Supplier's obligations under the Contract, committed with reckless disregard for the consequences and in circumstances where the Supplier or its Personnel know or ought to know that those consequences would likely result from the breach, and which is not due to an honest mistake, oversight, error of judgement, accident or negligence.

## 14 Interpretation

Unless it is expressly stated that a different rule of interpretation will apply:

- (a) **(agreement)** a reference to an agreement includes any variation or replacement of the agreement;
- (b) **(Business Day)** if the due date for any obligation is not a Business Day, the due date will be the next Business Day;
- (c) **(consistency)** where a Contract is made up of more than one document, the Contract must be read in a way that minimises inconsistency, ambiguity or discrepancy;
- (d) **(plural)** words in the singular include the plural and vice versa;
- (e) **(grammatical forms)** if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (f) **(contract departures)** the contract departures section of the Details will take precedence over all other documents;
- (g) **(currency)** all currency amounts are in Australian dollars unless otherwise expressly stated;
- (h) **(headings)** headings are provided for convenience and do not affect the interpretation of the document;
- (i) **(includes)** "include", "includes" and "including" must be read as if followed by the words "without limitation";
- (j) **(joint and several)** agreements, representations and warranties made by two or more people will bind them jointly and severally;
- (k) **(governing law)** the laws of Queensland apply to a Contract. Each party submits to the jurisdiction of the courts of Queensland;
- (l) **(law)** a reference to law includes common law and statutory laws, regulations, orders, subordinate legislation, ministerial directions, directions of relevant regulators and binding codes of conduct, and includes any consolidation, amendment, re-enactment or replacement of a law;
- (m) **(party)** a reference to 'party' means UQ, the Supplier, or both.
- (n) **(person)** a person includes the person's executors, administrators, novatees and assignees;
- (o) **(construction)** no rule of construction will apply to a provision of a document to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it;

- (p) (**severability**) if any part of a Contract is invalid, unlawful or unenforceable, the invalid, unlawful or unenforceable part of the Contract will not apply but the other parts of the Contract will not be affected;
- (q) (**consent**) any reference to UQ's consent is a reference to UQ's prior written consent.