PAHSMA Technology Contract Conditions (PTCC) – General Contract Details

Ticketing System Solution Project

Port Arthur Historic Site Authority (PAHSMA)

<Supplier name>

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| **INSTRUCTIONS FOR USING THIS DOCUMENT (TO BE DELETED FROM EXECUTION VERSION OF CONTRACT):**  **This is the standard form PAHSMA contract for the purchase of Technology Products and Services.**  The yellow highlighted sections need to be completed with details of the Customer’s requirements.  Where the Customer issues a Request, the Customer should issue the completed Details document as part of the Request.  Where the Customer does not issue a Request, the Customer should issue the completed Details together with the PAHSMA Technology Contract Conditions – General Conditions to the Supplier at the start of the discussions about entering a contract. |
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# General information

The PAHSMA Technology Contract Conditions – General Conditions apply to these Details.

The definitions and rules of interpretation applicable to these Details are set out in the PAHSMA Technology Contract Conditions – General Conditions.

#### Customer

**Name**

Port Arthur Historic Site Authority

**ABN**  38 430 446 928

#### Customer contact details

**Authorised Representative(s)**

Krissy Ward

**Position title / role**

Visitor Engagement Manager

**Phone number**

0429 939 711

**Street address**

6973 Arthur Highway, Port Arthur, Tasmania 7182

**Postal address**

6973 Arthur Highway, Port Arthur, Tasmania 7182

**Email**

krissy.ward@portarthur.org.au

#### Supplier

**Name**

<<Insert name of Supplier.>>

**ABN or ACN or ABRN**

<<Insert ABN or ACN or ABRN of Supplier.>>

#### Supplier Contact Details

<<The Supplier must complete these details. The Supplier may appoint more than one Authorised Representative. Repeat this section as necessary for each Authorised Representative >>

**Authorised Representative**

<<Insert name of Supplier’s authorised representative for this Contract. This person must have authority to provide consents, approvals, instructions and directions on behalf of the Supplier. This person will be the person whom the Customer contacts about the Contract, and to whom the Customer delivers all notices under the Contract.>>

**Position title / role**

<<Specify Authorised Representative’s position/role with the Supplier.>>

**Phone number**

<<Insert phone number of the Supplier’s Authorised Representative.>>

**Street address**

<<Insert street address of the Supplier’s Authorised Representative.>>

**Postal address**

<<Insert. This is the address for notices delivered to the Supplier (to its Authorised Representative) under the Contract.>>

**Email**

<<Insert email address of the Authorised Representative.>>

#### Products and Services and documents that form part of the Contract Clause 1.3 and 5

**Applicable Products and Services**

~~Hardware~~

~~Hardware Maintenance Services~~

Licensed Software

Software Support Services

~~Developed Software~~

As a Service

~~ICT Professional Services~~

**Documents**

Not applicable

#### Additional Provisions Clause 1.4

Not Applicable.

#### Term Clause 3

**Start** **date**

To be confirmed.

**End date**

To be confirmed.

**Extension options**

<<Insert whether the Customer can elect to extend the Term for an additional period (e.g. 2 x 1 year).>>

**Notice period for extension**

<<Insert the notice the Customer is required to provide the Supplier to extend the Term (e.g. 30 days).>>

#### Policies, codes of conduct, rules, standards and procedures Clause 4(h)

**Site Policies**

1. Comply with the Authority’s safety requirement and all directions, procedures and policies relating to conduct, safety and security;
2. Take all reasonable precautions to safeguard, protect and avoid injury or damage to people, property and the environment;

**Employee and contractor codes of conduct**

1. The Supplier is required to adhere to any applicable Employee and Contractor Codes of Conduct that may be current as part of PAHSMA’s human resource and related policies during the term of contracted supplier engagement.

#### 

#### Customer Inputs Clause 4(k)

**Details of Customer Inputs to be provided**

<<Insert details of any Customer resources that the Supplier will need in order to perform the Contract including all resources specific to a Product/Service. For example, this might include equipment, premises access, information and documents.>>

#### Documentation Clause 4(n)

Documentation to be supplied by the Supplier during the Term include:

* Configuration templates and guides
* Data migration templates
* User guides
* Integration API Standards

It is expected that this will be further elaborated during contract negotiations with the successful tenderer.

#### Training Clause 4(o)

**Insert details of any training requirement**

* System administration training for 3 people
* End user training for 60 people

Location of training to be confirmed during contract negotiations.

**Rates for additional training**

Pricing information is to be provided in tender documentation.

#### Insurance Clause 4(q)

<<Clause 4(q) provides that the Supplier must take out and maintain, or be insured under, the insurances described in the Details. Insert details of its policies including minimum amount of insurance as specified below (repeat as required).>>

**Workers compensation insurance** as required by law.

**Public liability and products liability insurance minimum amount** $5 million ($5 000 000 000)

<<Insert public liability and products liability insurance minimum amount.>>

**Professional indemnity insurance minimum amount** $1 million ($1 000 000 000)

<<Insert professional indemnity insurance minimum amount.>>

**Other insurances**

<<Insert all other insurances required, and the minimum amount for which the Supplier must be insured. For example cyber insurance.>>

**Minimum period of insurance (for insurance on a “claims made” basis)**

<<For insurance which is provided on a “claims made” basis, the minimum period for which the Supplier is required to maintain insurance is seven years after the Contract ends. If the Customer requires a different period, this should be specified here.>>

#### Authorisations Clause 4(r)

Not applicable

#### Security Clause 4(s)

Not applicable

#### Acceptance Testing Clause 6

**Will testing of Deliverables be required?**

Yes

No

User acceptance testing will take place after supplier has completed configuration of the solution and conducted appropriate system testing and provided test evidence. Acceptance testing will seek to confirm the requirements as specified in the tender attachments are satisfied by the configured solution.

#### Subcontractor(s) Clause 8

<<The Supplier is to provide the names, legal entity type and contact details of all Subcontractors that the Supplier intends to use, and the obligations that will be subcontracted to each Subcontractor. Repeat as necessary.>>

**Name (and legal entity)**

<<Insert name and ABN/ACN/ABRN of Subcontractor.>>

**Street address**

<<Insert street address of the Subcontractor.>>

**Postal address**

<<Insert street address of the Subcontractor.>>

**Obligations**

<<Specify the Products and Services that the Subcontractor will perform under the Contract.>>

#### Background checks Clause 8.2(d)

<<Specify whether the criminal background check or any other checks are required by the Customer for any Personnel of the Supplier.>>

#### Key Personnel Clause 8.3

<<Insert the names and contact details for all Key Personnel that the Supplier intends to use, and summarise the role of each Key Personnel and key obligations they will be responsible for. The Supplier must separately provide a copy of all Key Personnel CVs. Repeat as necessary.

Consider whether the Supplier’s Authorised Representative should be specified as Key Personnel.

If the Customer does not require the Supplier to provide details of Key Personnel, insert “Not applicable”.>>

**Name and Position**

<<Insert name and position of Key Personnel.>>

**Contact details**

Phone: <<Insert phone number of Key Personnel.>>

Email: <<Insert email address of Key Personnel.>>

**Role / Key obligations**

<<Insert description and key obligations of Key Personnel.>>

**Committed level**

<<Insert number of hours, percentage of full-time equivalent, or other level of commitment to the Contract.>>

**Summary of Key Personnel’s skills, qualifications and experience**

<<Insert brief summary of Key Personnel’s skills, qualifications and experience for the role.>>

#### Price and payment Clause 9

**Maximum price**

Not applicable.

#### Cap on liability Clause 12 and 13

**Supplier’s liability cap**

5 million dollars.

**Supplier’s liability cap for loss of Customer Data**

5 million dollars

**Supplier’s liability cap where a scheme applies to the Supplier**

<<If applicable, insert details of any alternative limit of the Supplier’s occupational liability sought by the Customer under an applicable scheme in force under the *Professional Standards Act 2005* (Tas). A copy of the relevant scheme should be attached.>>

The following higher maximum level of liability will apply for the classes of liability covered by the Supplier’s scheme:

<<$[ ]>> for loss or damage arising from a single cause of action.

**Customer’s liability cap**

#### 5 million dollars

#### Intellectual Property Rights in Pre-Existing Materials Clause 15.1

**Pre-Existing Material**

No specific new material identified.

**Customer’s use of Pre-Existing Material**

Not applicable.

**Sublicensees and cost**

No other entity is specified.

#### Intellectual Property Rights in New Materials Clause 15.2 and 15.3

**New Material**

No new material is identified.

**Ownership of New Material**

Will Intellectual Property Rights in the New Material be owned by the Customer or Supplier?

Customer (clause 15.2 of the General Contract Conditions applies).

Supplier (clause 15.3 of the General Contract Conditions applies).

**Supplier owned – Customer’s use of New Material**

No other purposes are identified.

**Supplier owned – Sublicensees and costs**

Not applicable.

#### Intellectual Property Rights in Third Party Materials Clause 15.4

**Will any Deliverables incorporate any Third Party Material?**

Yes

No

<<If a Deliverable will incorporate Third Party Material:

* Specify the relevant Deliverable and specify the Third Party Material that it will incorporate.
* Insert details of terms and conditions (including licence terms and conditions) which apply to any Third Party Material which is incorporated into each Deliverable (as applicable).
* The default position in clause 15.4 of the General Contract Conditions is that the Customer is granted a non-exclusive licence to exercise all Intellectual Property Rights in the Third Party Material which is incorporated into the Deliverable for the purposes of using, supporting and/or modifying the Deliverable incorporating the Third Party Material, in the course of the Customer’s functions or activities. If there are additional purposes for which the Customer wishes to use the Third Party Material, these should be inserted here.>>

#### Customer Data Clause 16

No internal business purposes are specified.

#### Confidential Provisions Clause 17(d) and 17(e)

There are no Confidential Provisions.

#### Confidentiality and Privacy Deed Clause 17(g)

Not applicable.

#### Conflict of Interest Clause 19.2

<<Supplier to insert details of any Conflict of Interest it is required to declare in accordance with the ‘Conflict of Interest’ clause in the Contract. If no Conflict of Interest exists, insert ‘Nil’.>>

#### Termination for convenience Clause 21.3

No other amount is specified.

#### Business Hours Clause 24.1

Notwithstanding clause 27.1 of the Comprehensive Contract Conditions, in this Contract **Business Hours** means between 8:00am and 6:00pm on Business Days in Hobart, Tasmania.

#### Designated Environment Clause 24.1

Windows 10 and Windows 11 desktops running Office 365 and Crome or Edge web browsers.

# Licensed Software

The following Details to be completed if the Customer is procuring Licensed Software (refer clause 5.3 of the PAHSMA Technology Contract Conditions – General Conditions). Note: Licensed Software will include Developed Software where the Supplier (not the Customer) will own the Intellectual Property Rights in that Developed Software.

#### Licensed Software

**Name of Licensed Software (including version number and all applicable modules/components)**

<<Insert name of Licensed Software to be supplied. This may include reference to version numbers for the Licensed Software and names of applicable modules/components to be supplied.>>

#### Requirements

Specifications for Licensed Software as per tender documentation.

#### Licence Period Clause 5.3(b)

<<Clause 5.3(b) provides that the Licence Period for the Licensed Software will be the period specified in the Details, unless the Details specifies that the Licence Period is perpetual. Specify below whether the Licence Period is perpetual (i.e. not a fixed period).>>

**Is the Licence Period perpetual?**

Yes

No

<<If the Licence Period is not perpetual, specify below the start and end dates for the Licence Period.>>

**Start of licence period**

<<Insert start date for Licence Period (such as on the AAD of the Licensed Software).>>

**End of licence period**

<<Insert end date for the Licence Period.>>

#### Use of Licensed Software Clause 5.3(a)(i)

<<Clause 5.3(a)(i) provides that the Customer may install, use and copy the Licensed Software for the Customer’s functions or activities, or such other purposes specified in the Details. If there are additional purposes for which the Customer requires the use of the Licensed Software, these should be inserted here.>>

#### Class of Licence Clause 5.3(a)(i)

<<Clause 5.3(a)(i) provides that the Customer may install, use and copy the Licensed Software in accordance with the terms of the Class of Licence. Insert description of licence to be granted to the Customer. Include as much detail as possible, including whether the licence to the Licensed Software is:

* granted to a specific number of the Customer’s users (and if so, the number of users) or whether the licence is granted on an enterprise-wide basis. Also specify whether the users of the Licensed Software are internal users of the Customer or are third-parties (e.g. students or the general public);
* able to be used by the Customer’s users concurrently;
* may only be used at a specific Site (and if so, the location of the applicable Site); and
* may only be used on the Designated Environment.>>

#### Sublicensing Clause 5.3(c)

<<Clause 5.3(c) provides that the Customer can sublicense its licence to the Licensed Software to any other entity specified in the Details. If there is any other entity to whom the Customer wishes to sublicense its Licence to the Licensed Software to, this should be specified below.>>

<<If there are any additional costs payable by the Customer for the grant of the sublicence under clause 5.3(c), these costs to be specified here.>>

#### Additional licence conditions and restrictions Clause 5.3(e)

<<Clause 5.3(e) provides that the Customer must comply with any additional licence conditions and restrictions on use of the Licensed Software specified in the Details. Insert any additional licence conditions and restrictions in this item.>>

#### Copies of Licensed Software to be provided by Supplier Clause 5.3(f)

<<Clause 5.3(f) provides that the Supplier must supply to the Customer the number of copies of the Licensed Software as specified in the Details. Insert number of copies to be supplied.>>

#### Delivery and installation requirements Clause 5.3(g)

**Site**

<<Insert Site where the Supplier is to deliver the Licensed Software (if applicable).>>

**Delivery Date**

To be determined.

**Is Supplier required to install the Licensed Software?**

<<Clause 5.3(g)(ii) provides that if the Customer requires the Supplier to install the Licensed Software on the Designated Environment, the Supplier must do so.>>

Yes

No

**If the Supplier is required to install the Licensed Software, specify the requirements for the installation of the Licensed Software:**

<<insert>>

#### Updates and New Releases Clause 5.3(h)

To be confirmed.**Specify if the Customer is entitled to Updates and/or New Releases for the Licensed Software (as part of the licence as opposed to part of separate Software Support Services)**

Yes

No

**If yes, insert any installation obligations of the Supplier**

<<insert>>

#### Ancillary services Clause 5.3(i)

<<Insert details of any ancillary services to be provided by the Supplier (if any) in relation to the Licensed Software which are additional to the delivery and installation requirements (specified above) and may include design services.>>

#### Warranty Period

<<The Warranty Period is defined to commence on the AAD of the Licensed Software, unless otherwise specified in the Details. Specify commencement and duration of Warranty Period for the Licensed Software, noting that each item of Licensed Software (if more than one) may have a different Warranty Period.>>

# Software Support Services

The following Details to be completed if the Customer is procuring Software Support Services (refer clause 5.4 of the PAHSMA Technology Contract Conditions – General Conditions).

#### Supported Software

**Name of Supported Software (including version number and all applicable modules/components)**

<<Insert name of software for which the Software Support Services are to be supplied. This may include reference to version numbers for the software and names of applicable modules/components to be supplied. The Supported Software may consist of Licensed Software supplied under clause 5.3 of the General Contract Conditions, or may be software which is supplied to the Customer under a separate contract.>>

#### Requirements

**Specifications for Software Support (or annex specifications to the Details)**

<<Insert or annex a detailed description of the functional, operational and technical specifications for the Software Support. This may include any published specifications of the Supplier or the Software manufacturer.>>

#### Support period Clause 5.4(a)

**Start of support period**

<<Insert start date for the supply of the Software Support Services (such as on the AAD of the Supported Software (if applicable) or the expiry of the Warranty Period for the Supported Software (if applicable).>>

**End of support period**

<<Insert end date for the supply of the Software Support Services.>>

#### General Support Clause 5.4(b)

<<Insert description of general support services to be provided by the Supplier in relation to the Supported Software. Include as much detail as possible to clearly describe the support services that may be provided, including:

* hours of support;
* Supplier’s support contact details (such as help desk phone number and email address); and
* any other requirements for the support services.>>

#### Updates and New Releases Clause 5.4(d)

<<Clause 5.4(d) provides that unless the Details specify otherwise, the Customer is entitled to Updates and/or New Releases for the Supported Software, the Supplier must make available to the Customer any Updates and New Releases if and when the Supplier makes them generally available to other customers, at the option of the Customer and at no additional cost to the Customer.>>

**Updates and New Releases to be provided?**

Yes

No

**If yes, is training to be provided by the Supplier in respect of the Updates and New Releases?**

Yes

No

#### Service Levels Clause 5.4(f)

<<Insert Service Levels including severity levels and descriptions, response times and resolution times.>>

<<Insert frequency the Supplier is required to provide a report to the Customer of its performance against the Service Levels (i.e. monthly, quarterly or such other time).>>

#### Service Credits Clause 5.4(g)

<<Specify whether Service Credits are applicable in the event the Supplier fails to meet the Service Levels.>>

<<If Service Credits are applicable, clause 5.4(g) provides that Service Credits will be applied against the next invoice issued after the relevant Service Credits accrue, unless otherwise specified in the Details. Specify if another process applies for the application of Service Credits (e.g. different timing for the application of Service Credits to invoices).>>

# As a Service

The following Details to be completed if the Customer is procuring As a Service (refer clause 5.6 of the PAHSMA Technology Contract Conditions – General Conditions).

#### Subscription Period Clause 5.6(a)

**Start of Subscription Period**

To be confirmed.

**Duration of Subscription Period**

Expected to be 5 years, but will be confirmed during contract negotiation.

**Notice period for non-renewal of the Subscription Period**

To be confirmed.

#### Description of As a Service

**As a Service**

The As a Service being acquired is:

Software as a Service

Infrastructure as a Service

Platform as a Service

Other: <<insert name>>

**Description of As a Service**

* PAHSMA is expecting to purchase a fully hosted ticketing system solution but are open to hear from suppliers as to their recommended hosting option.

#### Requirements Clause 5.6(b)

**Specifications for As a Service (or annex specifications to the Details)**

<<Insert or annex a detailed description of the As a Service.>>

#### Minimum system requirements and usage requirements Clause 5.6(c)

**Minimum requirements for Customer’s IT System and Network**

<<Insert the minimum requirements for the Customer’s IT System and Network to access and use the As a Service.>>

**Usage requirements for use of the As a Service**

<<Insert description of any usage restrictions which apply to the As a Service (such as acceptable use requirements).>>

#### Infrastructure Clause 5.6(b)

**Is the As a Service to be provided on public infrastructure?**

Yes

No

**Is the As a Service to be provided on private infrastructure?**

Yes

No

**Is the As a Service (including any Customer Data) to be hosted by a third party?**

Yes

If yes, insert name of the third party who will host the As a Service : <<insert>>

No

**Specify the minimum standard for Infrastructure**

<<insert>>

#### As a Service Location Clause 5.6(d)

**Will the Supplier store, host or process any Customer Data?**

Yes

If yes, complete the details set out below in this item.

No

**As a Service Location**

Can the Customer select the As a Service Location?

Yes

If yes, specify the As a Service Location selected by the Customer: <<insert>>

No

If no, specify the As a Service Location: <<insert>>

#### Customer Data Clause 5.6(e)

**Requirements for storage and back-up of the Customer Data**

Is the Supplier required to provide storage and back-up of Customer Data?

Yes

If yes, specify the procedures and requirements for the storage and back-up of the Customer Data (including the frequency at which the Supplier is to provide the Customer with back-up copies of the Customer Data and the format in which the Customer Data must be provided to the Customer): <<insert>>

No

In the course of storing and using PAHSMA’s customer data, the Supplier will adhere to Personal Information Protection Act 2004 (Tas) at all times during the contract duration.

**Tools and mechanisms to enable the Customer to access and monitor the Customer Data**

<<Clause 5.6(e) provides that the Supplier must provide or make available to the Customer at no additional cost, tools and mechanisms on a self-service basis to enable the Customer to access and monitor the Customer Data as further specified in the Details. Specify the tools and mechanisms to be provided to the Customer.>>

**Requirements for return or extraction of the Customer Data on expiry or termination of the Subscription Period**

<<Clause 5.6(e) provides that on expiry (and non-renewal) or termination of the Subscription Period the Supplier must either return the Customer Data to the Customer or allow the Customer to extract the Customer Data, in accordance with the procedures and requirements set out in the Details. In this item specify whether the Supplier must either return the Customer Data to the Customer or allow the Customer to extract the Customer Data.>>

Is the Supplier required to return or allow the Customer to extract all Customer Data to the Customer?

The Supplier is required to return all Customer Data to the Customer on expiry or termination of the Subscription Period.

**Format in which the Customer Data must be returned or made available after termination or expiry (and non-renewal) of Subscription Period**

Comma separated variable (CSV) file format

**Permanent destruction or secure erasure of Customer Data**

After returning Customer Data or allowing the Customer to extract the Customer Data, the Supplier is required to destroy or securely erase all Customer Data.

#### Security Clause 5.6(f)

**Specify the applicable security and encryption standards which apply to the As a Service and Customer Data**

<<Insert environmental, safety and facility procedures, data security procedures and other safeguards to protect the Customer Data from destruction, loss and unauthorised access or alteration of the Customer Data. For example these may include:

* physical access controls such as secure swipe card access, biometric or coded access to the As a Service Location
* data security measures such as encryption of data during transit or while at rest; and
* level of data centre certification (such as ISO 27001/27002).>>

#### General Support Clause 5.6(g)

General support details outlined below, however, it is expected that this will be further defined during negotiation with successful tenderer.

* General business hours support – 8am to 6pm on Hobart, Tasmania working days
* Out of hours emergency support in case of major system failure.
* Proactive monitoring of hosted solution to address issues that arise.

#### Service Levels Clause 5.6(j)

**Service Levels**

To be confirmed.

**Reporting**

To be confirmed.

The Supplier is required to measure its performance against the Service Levels and provide a report to the Customer.

To be confirmed.

**Exclusions from Service Levels**

Not applicable.

#### Service Credits Clause 5.6(k)

Not applicable.

# ICT Professional Services

The following Details to be completed if the Customer is procuring ICT Professional Services (refer clause 5.7 of the General Contract Conditions).

#### ICT Professional Services

**Description of ICT Professional Services**

<<Insert description of ICT Professional Services to be provided by the Supplier, including any Requirements/Specifications. Include as much detail as possible to clearly describe the ICT Professional Services. The ICT Professional Services may include:

* strategy advice;
* writing reports;
* reviews or quality assurance activities;
* change management services;
* project management services; and
* knowledge transfer services.>>

**Deliverables**

<<Include any specific Deliverables to be supplied by the Supplier.>>

#### Service Period Clause 5.7(a)

**Start of Service Period**

<<Insert start date for the supply of the ICT Professional Services.>>

**End of Service Period**

<<Insert end date, or if no specific end date insert “until the ICT Professional Services have been fully performed by the Supplier in accordance with the Contract”.>>

#### Delivery Date Clause 5.7(b)(ii)

**Specify any Delivery Date(s) applicable to the ICT Professional Services**

<<Insert Delivery Date for the supply of the ICT Professional Services (if applicable).>>

**Specify the hours and days during which the Supplier must provide the ICT Professional Services**

<<Clause 5.7(c) provides that the ICT Professional Services will be provided during Business Hours unless specified otherwise in the Details. Business Hours is defined as 9.00am – 5.00pm unless specified otherwise in the Details. If the ICT Professional Services will be provided at times other than Business Hours, insert the hours and days during which the Supplier must provide the ICT Professional Services.>>

# Acknowledgements and Certifications

**The Supplier:**

1. agrees to provide the Products, Services and other Deliverables to the Customer on the terms described in the Contract.
2. certifies that it has read, understands, and complies with all the requirements of the Contract.
3. represents that all the information provided by it and referenced in the Contract is complete, accurate, up to date and not misleading in any way.
4. acknowledges that the Customer is relying on the information provided by the Supplier and referenced in the Contract in entering into the Contract.
5. acknowledges that the Customer may suffer damage if any of that information is incomplete, inaccurate, out of date or misleading in any way.

# Forming the Contract

#### Agreement by Supplier

The Supplier will sign in this section. By signing, the Supplier is offering to enter the Contract on the terms set out in this document. If the Supplier does not execute this document itself, it must (if the Customer requests) provide adequate evidence that the signatory is properly authorised to execute this agreement.

If the parties agree any changes to this document after the date of the Supplier’s signature (but before the Customer accepts the Supplier’s offer as described below), the Supplier and Customer will prepare a new version of the document incorporating the agreed changes, which will replace this document. The Supplier will sign the new document, offering to enter the Contract on the amended terms.

|  |  |  |  |
| --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | | Date……………………………………..  EXECUTED for and on behalf of:    Name of Supplier  by its Authorised Representative, in the presence of:    Signature of witness    Name of witness (block letters) | )  )  )  )  )  )  )  )  )  )  )  )  ) | Signature of Authorised Representative  By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Supplier    Name of Authorised Representative (block letters)    Position of Authorised Representative | |

**OR**

|  |  |  |  |
| --- | --- | --- | --- |
| Date …………………………………….  EXECUTED as an agreement by **##insert full name of Supplier company##** in accordance with section 127(1) of the *Corporations Act 2001* (Cwlth): | | | |
| Signature: …………………………. | | Signature: …………………………. | |
| \* Print name and office held: |  | \* Print name and office held: |  |
| \*Use BLOCK LETTERS  Note: In the case of a company that has only one director and one secretary, show the office held as 'SOLE DIRECTOR AND SOLE COMPANY SECRETARY' | | | |

#### Agreement by Customer

|  |  |  |
| --- | --- | --- |
| Date  **EXECUTED** for and on behalf of:    Name of Customer  by its Authorised Representative, in the presence of:    Signature of witness    Name of witness (block letters) | )  )  )  )  )  )  )  )  )  )  )  ) | Signature of Authorised Representative  By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of the Customer    Name of Authorised Representative (block letters)    Position of Authorised Representative |

# Schedule 1 – Price and Payment Terms

Pricing is to be submitted as part of the tender response.

**1.1 Price**

Pricing is to be submitted as part of the tender response.**1.2 Expenses**

<<Where expenses will be charged, the Supplier must provide an estimated forecast for expenses over the life of a Contract, and explain any assumptions that those calculations are based on. If the Supplier cannot forecast expenses, the Supplier must include details of how expenses will be calculated.>>

**1.3 Price reviews (including during any extension period(s))**

<<If all or some of the Prices will be changed during the term of the Contract, the Supplier must clearly set out the times that the review will occur (including whether the Prices will change during the Term or the applicable extension options) and the Price review mechanism.>>

**1.4 Payment plan/milestones**

To be confirmed.

**1.5 Rates for additional Products and Services (if applicable)**

Not applicable.

**1.6 Payment methods**

<<Specify how the Customer can make payment (including whether corporate credit card is accepted).>>

**1.7 Discounts or rebates**

<<Insert details of any applicable discounts (e.g. trade discounts, early payment discounts, volume discounts) or rebates.>>

**1.8 Address details for invoice**

Krissy Ward, Visitor Engagement Manager - Port Arthur Historic Site Management Authority, 6973 Arthur Highway, Port Arthur, Tasmania 7182

**1.9 Other pricing information**

<<Insert any other matters which may affect the Prices. The Prices will not be changed in response to any event which is not described here.>>