Instructions for the Very Simple Purchase Template

*For purchasing very simple, low risk goods, services and maintenance works services valued up to $50,000 (GST inclusive)*

***Please remove all red text from the template before sending it to Supplier/s.***

***When to use the Very Simple Purchase template***

*You may use this template for goods, services and simple maintenance works services that are:*

* *low risk;*
* *low complexity; and*
* *valued up to $50,000.*

*For maintenance works services, this includes ‘everyday’ maintenance services that involve a single trade (e.g. a painter, glazier, electrician or plumber).*

***When not to use the Very Simple Purchase template***

*This template and the Very Simple Contract Terms are not appropriate when the purchase:*

* *is valued $50,000 and above;*
* *is for community services under the* [*Delivering Community Services in Partnership Policy*](https://www.wa.gov.au/government/publications/delivering-community-services-partnership-policy)*;*
* *has complex requirements, for example, intellectual property ownership and/or licensing requirements, is for ICT, consultancy, cleaning or security services;*
* *has medium to high risks;*
* *requires a period contract or extension options (e.g., 3-year initial term, plus two, 1 year extension options);*
* *is for ad hoc requirements with an undefined quantity that are better suited to a standing offer arrangement;*
* *is likely to involve negotiations of terms and conditions;*
* *requires the evaluation of qualitative criteria such as organisational capacity, demonstrated experience, suitability of goods and/or services;*
* *is for maintenance works services that involve multiple trades, hazardous materials, or requires significant subcontracting down a supply chain; or*
* *is for maintenance works services where the supplier requires exclusive possession and control of the site in which the services are to be completed.*

*In these instances, it is recommended that you use:*

* *the* [*Written Quote Template Suite*](https://www.wa.gov.au/government/document-collections/written-quote-template-suite) *(for simple, low risk goods, services and maintenance works services valued up to $250,000); or*
* *the* [*Request templates*](https://www.wa.gov.au/government/document-collections/goods-and-services-templates) *(for goods and services); or*
* *the* [*Community Services templates*](https://www.wa.gov.au/government/document-collections/community-services-templates)*; or*
* *your agency’s relevant works procurement templates.*

*If in doubt, do not use this template, and contact the Department of Finance for guidance:* [*ProcurementAdvice@finance.wa.gov.au*](mailto:ProcurementAdvice@finance.wa.gov.au)

***Very Simple Contract Terms***

*The Very Simple Contract Terms included in Appendix 1 have been developed by the Department of Finance and the State Solicitor’s Office. State Agencies are discouraged from accepting departures from these terms and conditions.*

***WA Supplier Debarment Regime***

*In January 2022, the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State agencies. The regime is established under Part 7 of the Procurement Act 2020 and the Procurement (Debarment of Suppliers) Regulations 2021.*

*Please ensure that you check the status of a Supplier before asking the Supplier to complete this template. Unless operation of the Procurement (Debarment of Suppliers) Regulations 2021 has been excluded, State agencies are not permitted to award new contracts:*

* *to a Supplier (in its own right or as agent or representative of another Supplier) if they are currently suspended or debarred; or*
* *to a Supplier who is not suspended or debarred, but who is proposing to supply goods, services or works which includes a subcontracting arrangement with a suspended or debarred supplier.*

*Further information about the regime, including guidance for Customers and Suppliers is available from* [*wa.gov.au*](https://www.wa.gov.au/organisation/department-of-finance/debarment-regime) *and* [*Tenders WA*](https://www.tenders.wa.gov.au/watenders/news/browse.do?CSRFNONCE=D698D425818DEE32BA3DFEEFE7D868B7&&ss=1)*. If you have queries about the debarment regime, contact the Department of Finance for guidance:* [*ProcurementAssurance@finance.wa.gov.au*](mailto:ProcurementAssurance@finance.wa.gov.au)

***How to use this template***

*You can use this template in two ways:*

1. *Direct purchase from one supplier:*
2. *Agree the details of the purchase (e.g. the good/service to be purchased and the price) with the Supplier by phone or email.*
3. *Complete the agreed purchase details in this template.*
4. *Sign the ‘Accepted by the Customer’ section of this document. Refer to your State Agency’s internal Delegations and Authorisations framework to see if your position is authorised to sign. The Supplier’s signature is not necessary if the details are the same as what the Supplier has verbally agreed.*
5. *Send the completed document to the Supplier to finalise the purchase and ask the Supplier to acknowledge receipt of the document (ideally in writing or if verbally, noted in a file note).*
6. *Save the documentation in-line with your State Agency’s record keeping requirements.*
7. *Very simple quote process from two or more suppliers:*
8. *Detail your purchase requirements within this template.*
9. *Send it to multiple Suppliers requesting a quote.*
10. *Review the offers received from Suppliers to determine which one represents the best value for money. For further guidance on value for money factors refer to the* [*Value for Money Guideline*](https://www.wa.gov.au/government/multi-step-guides/procurement-guidelines/procurement-planning-guidelines/achieve-value-money-guideline)*.*
11. *Carefully assess whether the Supplier’s offer matches what you asked for.*
12. *If the Supplier’s offer matches what you asked for, then:*

* *sign the ‘Accepted by the Customer’ section of this document. Refer to your State Agency’s internal Delegations and Authorisations framework to see if your position is authorised to sign. The Supplier’s signature is not necessary if there were no changes to their offer.*
* *ask the Supplier to acknowledge receipt of the document (ideally in writing or if verbally, noted in a file note).*

1. *If the Supplier’s offer is different to what you asked for, then:*

* *discuss the differences with the Supplier to reach agreement on what you will, or will not accept.*
* *include any agreed changes in writing within this document.*
* *sign the ‘Accepted by the Customer’ section of this document. Refer to your State Agency’s internal Delegations and Authorisations framework to see if your position is authorised to sign.*
* *request the Supplier sign the ‘Accepted by the Supplier’ section of this document.*

1. *Save the documentation in-line with your State Agency’s record keeping requirements.*

***WA Buy Local Policy***

*When choosing a Supplier or Suppliers, you should consider the intent of the WA Buy Local Policy. This may include:*

* *adopting a ‘buy close to home’ approach and researching local businesses that can meet your requirements;*
* *inviting offers from local businesses when seeking quotes from multiple Suppliers; and*
* *considering the location of a business, the impact on local jobs, and the* [*WA Buy Local Policy 2022*](https://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022) *definition of an ‘eligible regional business’ when assessing the value for money of the offers received.*

*Where the goods or services are to be delivered in a region other than the Perth region, the* [*WA Buy Local Policy 2022*](https://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022) *encourages purchasing through direct negotiation with local regional businesses that reside in smaller regional towns for items less than $50,000. When seeking quotations from more than one supplier, agencies must ensure businesses within the region or specific town are invited to submit a competitive bid. Consult the* [*WA Buy Local Policy 2022*](https://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022) *to ensure these and any other regional sourcing requirements are met.*

*More information is available on* [*wa.gov.au*](https://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022)*.*

***Western Australian Social Procurement Framework***

*Consider how this purchase can further the WA Government’s procurement-connected social, economic and environmental priorities. For instance, supporting Aboriginal business or Australian Disability Enterprise development. Check the Aboriginal business registers* [*Aboriginal Business Directory WA*](https://www.abdwa.com.au/home.asp?cmd=register&CID=https://www.abdwa.com.au/home.asp?cmd=register&CID=) *or* [*Supply Nation’s Indigenous Business Direct*](https://supplynation.org.au/) *or the* [*Australian Disability Enterprises register*](https://buyability.org.au/) *for businesses that could be supported.*

*Further guidance can be found within the* [*Western Australian Social Procurement Framework*](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework)*.*

***Frequently Asked Questions***

* + - 1. *Do State Agencies have to use the Very Simple Contract Terms?*

In accordance with [*Rule D1.2*](https://www.wa.gov.au/government/multi-step-guides/western-australian-procurement-rules/section-d-request-development-and-contract-formation), the Very Simple Contract Terms are the mandatory minimum form of contract for goods and services procurement valued below $50,000, unless:

* using a purchasing card or
* the value, risk, complexity and/or type of procurement requires a different form of contract.
  + - 1. *Can the Very Simple Contract Terms be used in isolation, without referencing the template?*

This template and the Very Simple Contract Terms are designed to be used together. It is not recommended that the Very Simple Contract Terms are used in isolation as this may create inconsistencies.

* + - 1. *The Supplier has proposed their own terms and conditions, can I accept them?*

It is not recommended that you accept a Supplier’s terms and conditions. The Very Simple Contract Terms are designed to provide a fair position for both the WA Government and Suppliers for low value purchases.

* + - 1. *Can I send the Very Simple Quote document to a Supplier to seek a quote for a purchase under $50,000 by email or must I use Tenders WA?*

You may issue a quote by email unless your State Agency prohibits it.

***How to complete this template***

*The colour of the text in this template indicates whether the text is an instruction to the template drafter, information to be completed by the drafter or the supplier, or standard clauses for a Very Simple Purchase/Quote.*

|  |  |
| --- | --- |
| **Text** | **Explanation** |
| **Red** | *Instructions for the drafter are written in red text. It is important that all red text is removed from the template before it is sent to a Supplier.* |
| **Blue** | *Blue text in the template indicates:*   * *where you should enter the relevant contract information (contained within square brackets); or* * *an optional clause.*   *If an optional clause in blue text is not relevant to the purchase, it should be removed from the document before sending it to the supplier. It is recommended that any selected blue text is changed to black text once the document is ready to send to the Supplier.* |
| **Purple** | *Purple text in the template is for the Supplier to complete. If you have already discussed the information with the Supplier, you may complete this information before sending it to the Supplier to confirm. If you are seeking a competitive quote from the Supplier or Suppliers, the purple text can be left in the template for the Supplier to complete.* |
| **Black** | *The recommended clauses developed by the Department of Finance and the State Solicitor’s Office are written in black text. Black text should not be changed.* |

<End of Instructions>

**Very Simple Request for Quote/Purchase Order**

Title: [Insert title for Quote/Purchase Order]

*For the purposes of completing this template, a “Purchase Order” refers to the Very Simple Request, not to a purchase order issued by a purchasing system.*

Quote/Purchase Order Reference Number: [Insert reference number]

*Leave the following instructions in the template when sending to supplier/s for a quote.*

**Instructions for Suppliers**

Step 1: complete your business details below

Step 2: complete your price offering

Step 3: return the quote to the issuing officer

The Parties

|  |  |
| --- | --- |
| The Customer: | [Insert Customer’s full name and ABN] |
|  | Of address: [Insert Customer’s business address] |
| and | |
| The Supplier | [Insert Supplier’s legal identity and ACN. If the Supplier does not have an ACN, provide an ABN] |
|  | Of address: [Insert Supplier’s business address] |

Agreement

The Supplier has agreed to supply the goods and/or services to the Customer in accordance with the details below and on the terms and conditions specified.

|  |  |
| --- | --- |
| **Description (Goods and/or Services)** | *If the requirements can be described in a paragraph, include the requirements in this box and delete the heading ‘Detailed Requirements’ at the end of the template.*  *Where more detailed information is required, provide a summary of the requirement in this box, and also include a detailed requirement or specification under the heading ‘Detailed Requirements’ at the end of the template.*  *Option 1: Short Description*  [Insert a short description of the Goods and/or Services.]  *Or*  *Option 2: Detailed Description*  [Insert a short description of the Goods and/or Services.]  Refer to the ‘Detailed Requirements’ section below. |
| **Service Start Date**  *Or*  **Goods Delivery Date** | The services shall commence on [Insert start date].  *Or*  The goods are to be delivered on [Insert start date]. |
| **End Date** | This contract will end on the date when all Goods and/or Services have been accepted by the Customer, and the tax invoice has been paid by the Customer, unless the Parties agree in writing to an earlier end date, or this contract is terminated earlier in accordance with the terms and conditions at Appendix 1. |
| **Delivery Instructions** | [Insert delivery instructions (if applicable).] *If none are applicable, delete this row.* |
| **Specific Standards (if any)** | [Insert any standards that will apply to this contract in addition to those specified in the terms and conditions at Appendix 1.] *If none are applicable, delete this row.* |
| **Insurance Requirements** | [Insert relevant insurance requirements (if any) in addition to those specified in the terms and conditions at Appendix 1.] *If none are applicable, delete this row.* |
| **Price (GST incl.)** | *You can either include:*   1. *a nominated price (which may have already been verbally agreed with the Supplier) by choosing option 1 below; or* 2. *seek a quotation from the Supplier or a number of Suppliers, by choosing option 2 below. In this case, the Supplier is to nominate their price by completing the purple text.*   *Option 1: Direct Purchase*  The price includes GST and all other costs and expenses.  The offered price is: [the Supplier is to enter their price, inclusive of GST and all expenses (e.g. delivery, installation, etc.)].  *Or*  *Option 2A: Supplier Quotation – Lump Sum Price*  The offered price is: [the Supplier is to enter their price, inclusive of GST and all expenses (e.g. delivery, installation, etc.)].  The Supplier acknowledges that the price includes GST and all other costs and expenses.  *Or*  *Option 2B: Supplier Quotation – Pricing Table*  The Supplier’s offered prices are provided in the table below [insert an appropriate pricing table]. |
| **Invoice and Payment** | *Option 1: Payment following Acceptance*  The Supplier will invoice the Customer for the Goods and/or Services following acceptance of the Goods and/or Services by the Customer.  *Or*  *Option 2: Other timeframe*  The Supplier will invoice the Customer for the Goods and/or Services [Insert requirement (e.g. monthly, on an agreed upon date, on a milestone, etc.)]. |
| **Contract Terms** | Very Simple Contract Terms (see Appendix 1). |
| **Additional Contract Terms** | *Additional contract terms can be included where required. In this case, select option 1 or 2 below and include the additional contract terms in Appendix 2.*  *Where the procurement is for maintenance works/services, the maintenance works/services additional contract terms must be included.*  *If none are applicable, delete this row.*  *Option 1: Additional Contract Terms prevail over Very Simple Contract Terms*  See the Additional Contract Terms in Appendix 2 which prevail over Appendix 1 to the extent of any inconsistency.  *Or*  *Option 2: Additional Contract Terms do not prevail over Very Simple Contract Terms*  See the Additional Contract Terms in Appendix 2. Appendix 1 prevails over the Additional Contract Terms to the extent of any inconsistency. |

Detailed Requirements (Goods and/or Services)

*(OPTIONAL) If the purchase requires a more detailed description of the Goods and/or Services to be supplied, insert the detailed requirements in this section, and choose the second option in the ‘Description’ row in the table above. If the requirements can be addressed easily in the table, delete this text and heading, and select the first option in the table above.*

[Insert detailed requirements/specification here.]

Accepted by the Customer

*The Customer is to sign and return the final completed document to the Supplier. If your State Agency allows for electronic document execution, an electronic signature is acceptable.*

Accepted for, and on behalf of the Customer:

|  |  |
| --- | --- |
|  | |
| (signature) | |
| **Name:** |  |
| **Position:** |  |
| **Date:** |  |

Accepted by the Supplier

*This signature block is only required if you have run a quote process and have negotiated with a Supplier, or accepted an offer from them that is different to what you asked for. If in doubt, ask the Supplier to sign and return.*

Accepted for, and on behalf of the Supplier:

|  |  |
| --- | --- |
|  | |
| (signature) | |
| **Name:** |  |
| **Position:** |  |
| **Date:** |  |

**Appendix 1 – Very Simple Contract Terms**

1. Agreement
   1. The Supplier has agreed to supply the Goods or Services to the Customer in accordance with the Contract, which consists of (in order of hierarchy) the Purchase Order and these Very Simple Contract Terms.
   2. The Customer, Supplier and Goods or Services are as specified in the Purchase Order.
2. Supply of Goods or Services
   1. The Supplier must comply with all applicable laws and approvals in supplying the Goods or Services and ensure:
      1. that the Goods or Services:
      2. match the description, and conform to the specifications and requirements, in the Contract;
      3. conform to any applicable Australian Standards and any other standards in the Contract;
      4. are delivered or completed by the date specified in the Contract; and
      5. are manufactured (if applicable) and supplied without infringing any person's IP Rights; and
      6. that the Customer receives the full benefit of any manufacturer’s warranties applicable to the Goods.
   2. (Goods) The Supplier must comply with any delivery instructions in the Contract and ensure that the Goods:
      1. are suitably packed and labelled to ensure delivery in good and whole condition;
      2. correspond with any sample provided by the Supplier; and
      3. are new, of merchantable quality, fit for purpose and free from defects in materials, manufacture, workmanship and (if applicable) installation.
   3. (Goods) The Supplier warrants that it has good and unencumbered title to the Goods. Title to the Goods transfers to the Customer only on acceptance of the Goods under the Contract.
   4. (Services) The Supplier must ensure that the Services are provided with due care and skill, in a timely and efficient manner and by appropriately skilled and qualified personnel.
3. Delivery and Acceptance
   1. The Supplier bears the risk of loss or damage to the Goods or Services until the Goods or Services are delivered in accordance with the Contract.
   2. The Customer has the right to inspect all Goods or Services delivered under the Contract prior to acceptance.
   3. If the Goods or Services do not comply with the Contract, the Customer may within 14 days after the later of installation and delivery or performance by the Supplier (“acceptance period”), by written notice to the Supplier, reject the Goods or Services, detail the reason for the rejection and (acting reasonably) direct the Supplier to within the time specified in the notice:
      1. replace the rejected Goods;
      2. refund any payment for the rejected Goods or Services; or
      3. repair the rejected Goods or re-perform the Services to the satisfaction of the Customer.

Acceptance of the Goods or Services does not relieve the Supplier of its obligations under the Contract or at Law.

* 1. The Supplier must, at its own cost, comply with the Customer's direction under clause 3.3 and if the Supplier fails to comply within the time specified in the Customer's notice, the Customer may have the Goods or Services supplied or performed by others and the costs incurred by the Customer will be a debt due and payable by the Supplier to the Customer on demand.
  2. Remedied Goods or Services are subject to acceptance under this clause 3.
  3. If the Customer does not reject the Goods or Services during the acceptance period, the Customer is taken to have accepted the Goods or Services.

1. Price and Payment
   1. The price stated in the Contract is final, inclusive of GST and includes all costs and charges until the Goods or Services are accepted.
   2. The Customer will pay the amount owing to the Supplier under a Tax Invoice (as defined in *A New Tax System* (Goods and Services Tax) *Act* 1999 (Cth)) duly submitted in accordance with the Contract within 20 days of the later of receipt of such invoice and receipt of the Goods or Services. A Tax Invoice must quote the Contract ID (or Purchase Order) number.
2. Supplier’s Obligations
   1. (Insurance) The Supplier must take out and maintain, with a reputable and solvent insurer authorised to operate in Australia as an insurance company, and in accordance with any Contract requirements:
      1. all insurance required by law;
      2. such insurance as is consistent with good industry practice and that a prudent supplier would hold in connection with the Contract, including appropriate Public and Products Liability insurance; and
      3. any other insurance specified in the Contract.
   2. (Confidential information) Other than information in the public domain, the Supplier must keep the Customer’s information confidential and only use or disclose the information to the extent necessary to perform the Contract.
   3. (Subcontracting) Any subcontracting of the Supplier’s obligations under the Contract requires the Customer’s prior written consent, and a subcontract will not relieve the Supplier from its obligations under the Contract.
   4. (IP) The Supplier grants (and must ensure that any other owner of any IP Rights grants) to the Customer an irrevocable, unconditional, perpetual, royalty free, non-exclusive, worldwide and transferrable (including sub-licensable) licence to exercise all the IP Rights in the Goods or Services to ensure the Customer receives the full benefit of the Goods or Services. The Supplier warrants that it is entitled to grant this licence and indemnifies the Customer from any loss resulting from any non-compliance.
   5. (Records) The Supplier must maintain proper records relating to the supply of the Goods or Services for 7 years after the later of expiry or termination of the Contract and must provide the Customer access to such records and all reasonable assistance for any purpose associated with the Contract.
   6. (Access to premises) If the Supplier or its officers, employees, agents, contractors or subcontractors require access to the Customer’s premises to supply the Goods or Services, the Supplier must and must ensure that such persons act in a safe and lawful manner and comply with the Customer’s site policies and all reasonable directions relating to occupational health, safety, security and confidentiality.
3. Termination
   1. A party may, by providing written notice to the other party, immediately terminate the Contract if the other party breaches a material term of the Contract and the breach is not capable or remedy or the breach is capable of remedy and is not remedied within the reasonable period specified in a notice of breach issued by the non-defaulting party.
   2. The Customer may by written notice immediately terminate the Contract if the Supplier;
      1. suffers or, in the reasonable opinion of the Customer, is at risk of becoming subject to any form of insolvency administration or bankruptcy (except to the extent that the right is stayed under applicable law); or
      2. becomes a debarred supplier as defined in section 32 *Procurement Act 2020*.
   3. Subject to receipt of a valid Tax Invoice, the Customer will pay the Supplier for Goods or Services accepted before the effective date of termination.
4. General
   1. In the Contract, unless the context otherwise requires:

IP Rights means patents, copyright, rights to circuit layouts, registered designs, trade marks, plant breeder's rights, database rights and the right to have confidential information (being information which is capable of being protected by way of an action for breach of confidence) kept confidential and any application or right to apply for registration of any of those rights.

or is given its inclusive meaning, that is meaning one, some or all of a number of possibilities.

* 1. Purchase Order means an order from the Customer for supply of the Goods or Services which incorporates or refers to these Very Simple Contract Terms, and includes all requirements in connection with the supply of the Goods or Services communicated by the Customer to the Supplier up to the date of the order.
  2. (Governing law and jurisdiction) The Contract is governed by the laws in the State of Western Australia, and each party submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia.
  3. (Relationship) Nothing in the Contract gives a party authority to bind the other party in any way. The Supplier is an independent contractor.
  4. (Variation) A term of the Contract can only be varied if the variation is in writing and agreed to by both parties.
  5. (Assignment) The Supplier must not assign any rights under the Contract without the Customer’s prior written consent.
  6. (Entire agreement) The Contract represents the parties’ entire agreement in relation to its subject matter.
  7. (Survival) Clauses 2.1(b), 5.2, 5.4, 5.5, 6.3 and 7 survive the termination or expiry of the Contract.

**Appendix 2 – Additional Contract Terms (Maintenance Works Services Only)**

*You must only insert additional contract terms and conditions after obtaining advice from your State Agency’s procurement team, the State Solicitor’s Office, or the Department of Finance.*

*If the purchase is for simple maintenance works services, you can include the following additional contract terms if you need them (and insert a Completion Date), otherwise delete this appendix.*

| **Item** | **Clause Text** |
| --- | --- |
| **Completion Date** | The supply must be completed by [insert date / the day that is [x days] from the Service Start Date]. |
| **Delay** | The Supplier must notify the Customer if the Supplier has been, or is likely to be, delayed in completing the supply by the Completion Date. |
| **Access** | 1. Subject to the paragraph (b) below, the Customer will ensure that the Supplier is given access to those portions of the premises necessary for the Supplier to commence supply of the Goods or Services by the Start Date. 2. The Customer may require the Supplier to provide proof and details of insurances required under the Contract (if any) before granting the Supplier access to the premises. 3. If access is not granted as contemplated by paragraph (a) above, other than to the extent due to non-provision or delayed provision of insurance information requested under paragraph (b) above, the Completion Date will be extended for a period equivalent to the period of delay between the Start Date and when access to the premises is granted. |
| **Commencement** | The Supplier must not commence work under the Contract until the Customer has granted access to the premises. |
| **Building and Construction Industry Training Fund Levy** | 1. The Supplier is deemed to be the project owner under the *Building and Construction Industry Training Fund and Levy Collection Act 1990* (“the BCITF Act”) and must pay all levies required to be paid under the BCITF Act to the Construction Training Fund. The Supplier must not commence work on the premises until it has paid the levy. 2. At completion of the supply of the Goods and/or Services, where the costs of the Goods and/or Services increase by an amount of $25,000 or more, then the Supplier must pay any additional levy required to be paid into the Construction Training Fund under the BCITF Act. 3. If requested by the Customer, the Supplier must provide evidence in writing that the levy has been paid, in the form or forms requested and within the period specified by the Customer. |
| **Defects Liability Period** | 1. **Defect** means, in respect of any Goods or Services:    1. any error, deficiency, omission, non-conformity, fault, failure, malfunction, irregularity or other defect other than as a direct result of operation or maintenance by the Customer inconsistent with the operations and maintenance manuals;    2. any aspect that does not comply with the Contract; or    3. any failure to perform at expected range of capacity and operation in accordance with the applicable technical specifications. 2. **Defects Liability Period** means the period of one (1) year commencing on the date that the supply is completed to the satisfaction of the Customer. 3. Notwithstanding the Delivery and Acceptance clause of the Very Simple Contact Terms and without limiting any warranty provided in favour of the Customer, the Customer may at any time during the Defects Liability Period notify the Supplier directing the Supplier to rectify any Defect in the Goods and/or Services that the Customer discovers or is notified of during the Defects Liability Period. The notice must:   detail the nature of the Defect;  set out actions required by the Supplier to remedy the Defect; and  specify a reasonable start date and completion date for compliance with the direction.   1. The Supplier must remedy the Defect at its risk and cost in accordance with the direction, and in so doing comply with the Access to premises clause of the Very Simple Contract Terms. If the Defect is not remedied by the date specified in the notice, the Customer may arrange to have the Defect remedied by a third party and the costs incurred by the Customer will be a debt due and payable by the Supplier to the Customer on demand. 2. This clause survives the termination or expiry of the Contract. |