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| --- |
| SCOPE |

[DESCRIBE GOODS AND SERVICES]

CONTRACT NO.: [INSERT CONTRACT NO.]

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| 1. [Guidance note// Any one or more of the following example clauses may be incorporated into the scope where required. Alternatively, all of these clauses can be deleted and replaced with the appropriate scope for the particular engagement. This guidance note should be deleted before publication]
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* 1. interpretation and definitions

(**Documents comprising this Scope**) The Scope comprises the following documents:

* + - 1. [list documents comprising the scope];
			2. [list documents comprising the scope].

(**Precedence**) If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1, then the document which contains the higher standard or more onerous obligation will prevail. If that does not resolve the ambiguity, inconsistency, conflict or discrepancy then the documents will take precedence in the order set out in clause 1.1 with the document listed at clause 1.1(a) being the highest in the order.

(**Definitions**) In this Scope:

* + - 1. **[Insert defined term]** means [insert meaning];
			2. **[Insert defined term]** means [insert meaning];

* 1. [OPTIONAL – DELETE IF NOT REQUIRED]term

(**Term**) Subject to the Contract, the rights and obligations of the Parties under this Contract commence on the [insert start date] (**Start Date**) and expire on [insert end date] (**End Date**).

(**Extension of Term**) The Principal may, in its absolute discretion, extend the End Date by [insert extension periods] on the same terms as this Contract, by giving written notice to this effect to the Supplier at any time prior to the End Date.

* 1. [OPTIONAL – DELETE IF NOT REQUIRED] approvals and other law

(**Definitions**) In this clause:

* + - 1. **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations and permissions from any Authority and any related fees and charges; and
			2. **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality or any other person having jurisdiction.

(**Identifying, obtaining and maintaining Approvals**) The Supplier must identify and notify the Principal of all Approvals which are necessary for the proper performance of the Services (other than Approvals which the Principal has advised the Supplier it has already obtained). The Supplier must obtain and maintain all such Approvals until all of the Supplier’s other obligations under the Contract are complete. The cost of obtaining and maintaining all such Approvals shall be borne by the Supplier.

(**Compliance**) The Supplier must and must ensure that its Personnel comply with all Approvals and other law which are in anyway applicable to the Services, including, unless the Contract expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes or duties.

(**Obtaining or granting of Approvals by Principal**) The Principal gives no warranty and makes no representation that:

* + - 1. it will be able to obtain, or obtain within any particular time; or
			2. where the Principalis the relevant Authority, that it will grant,

any Approval required for the Supplierto perform the Services.

(**No fetter**)Nothing in the Contract shall be taken to fetter the power, rights or authority of the Principalas the sublessor under the *Land Act 1994 (Qld)* or an Authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) or any other law.

* 1. [OPTIONAL – DELETE IF NOT REQUIRED]service levelS

(**Service Levels**)The Principal will review the performance of the Supplier against the following Service Levels at the times stated below, and otherwise on the giving of reasonable notice. The Principal may direct the Supplier to provide a written explanation for its performance against any Service Level.

| **Service Level** | **Requirement** | **Review Period** |
| --- | --- | --- |
| [Insert description] | [Insert details of what the Supplier must achieve, ensuring that it is capable of objective assessment] | [Insert times at which the Supplier's performance against the Service Level is to be reviewed] |
| [Insert description] | [Insert details of what the Supplier must achieve, ensuring that it is capable of objective assessment] | [Insert times at which the Supplier's performance against the Service Level is to be reviewed] |
| [Insert description] | [Insert details of what the Supplier must achieve, ensuring that it is capable of objective assessment] | [Insert times at which the Supplier's performance against the Service Level is to be reviewed] |

* 1. [OPTIONAL – DELETE IF NOT REQUIRED]LAte completion

(**Liquidated damages)** If the Goods or any part of the Goods is not Delivered to the Delivery Place by the Delivery Time or the Supplier does not reach Completion by the Completion Time (as extended, if at all, by the Principal) then the Supplier shall be indebted to the Principal for liquidated damages at a rate of [Insert rate] for each calendar day from the Delivery Time until the date on which the Goods are Delivered or from the Completion Time to the time at which Completion is reached, up to a limit of [Insert monetary limit]. The Principal shall be entitled to deduct liquidated damages from payments to the Supplier and recover any balance as a debt due and owing. If the Principal’s entitlement to liquidated damages is found to be void or otherwise unenforceable, the Principal shall be entitled to recover general damages.

(**Force Majeure**) Notwithstanding clause 5.1, the Supplier shall not be liable to pay liquidated damages if:

* + - 1. the Principal’s entitlement to liquidated damages arises solely as a result of Force Majeure; and
			2. the Supplier has given a notice of the Force Majeure in accordance with the General Conditions.

* 1. [OPTIONAL – DELETE IF NOT REQUIRED] Biosecurity Management

(**Definitions**) In this clause:

* + - 1. a **biosecurity risk** is the risk that exists when dealing with:
				1. any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate and invertebrate pest); or
				2. something that could carry a pest, disease or contaminant (e.g. animals, plants, soil, equipment and water—known as ‘carriers’).
			2. a **potential biosecurity risk** is a risk that does not currently occur at the Site but which has the capacity to occur at the Site.  It may be present but not visible or may be introduced during the performance of the Supplier’s obligations. It includes risks associated with carriers and the movement and sourcing of materials, vehicles, and machinery; and the disturbance, import or export of soils.
			3. a**known biosecurity risk**is a risk that is currently recorded within the footprint or proximity of the Site which is:
				1. identified within biosecurity plans or programs active for the area;
				2. identified during the performance of the Supplier’s obligations; or
				3. otherwise identified by the Principal.

(**Preparation of plan**)The Suppliershall prepare a biosecurity risk management plan (**BRMP**) to ensure reasonable and practical steps are taken to address biosecurity risks and that the Suppliermeets its general biosecurity obligation (as that term is used in the *Biosecurity Act 2014* (Qld).The primary purpose of the BRMP is to address both potential risks and known biosecurity risks.

(**Training**)The Supplier shall ensure that all relevant Personnel are trained to be aware of biosecurity risks.

(**Notice of breach or risk**) If at any time during the performance of the Supplier’s obligations a breach of the BRMP or a significant biosecurity risk is identified, then the Supplier must immediately contact the Principal for direction.

* 1. [HEADING]

(**[Subheading]**) [text].

(**[Subheading]**) [text].

(**[Subheading]**) [text].