

SECTION A – FEDUNI AUTHORISED DELEGATE TO COMPLETE

FOR PAYMENTS ≥ \$10,000 (excl. GST) PLEASE CONTACT THE FINANCIAL SERVICES HUB BEFORE PROCEEDING

Requester name		Faculty/ Directorate	
Account and Department / Project code to be charged			
Details and purpose of expenditure			Amount
			Total
I guarantee that the expenditure has been incurred on behalf of Federation University Australia and supporting documentation is attached to this Request		Approved for payment by Financial Delegate	

SECTION B – CLAIMANT / VENDOR TO COMPLETE

Payee	
Payee Address	Phone

BANK DETAILS FOR EFT PAYMENT

EFT Request will only be paid EFT if the claimant has signed the form confirming bank account details

Account Name	Bank
Branch/BSB	Account Number

I acknowledge that I have read and agree to the attached Terms & Conditions. I confirm that all information provided is true and correct.

Signed Claimant/Vendor	Name
	Date

SECTION C – FINANCE TO COMPLETE

Vendor ID		Voucher #		Process Date	
	Account	Department / Project	GST Applicability	GST Code	\$
Processed by					Total

PLEASE REMIT COMPLETED FORM TO financehub@federation.edu.au

1. General

- 1.1 These Terms and Conditions apply to the order for goods (“Goods”) or services (“Services”) placed by Federation University Australia (“University”) on the vendor (“Vendor”) as described in the attached EFT form.
- 1.2 They are to be read as in addition to any terms specified in any attachment to it that is expressly incorporated in writing. No other terms or conditions apply to this payment under any circumstances except where:
- the University first provides its agreement in writing; or
 - both parties enters into a longer form agreement in which case the terms of that agreement will apply between the parties.

2. Relationship

- 2.1 This payment does not create, nor is it intended to create, an employment relationship or a relationship of principal and agent, nor shall it constitute a partnership. The Vendor is responsible for the payment of all taxes and superannuation of all its employees (if applicable).

3 Delivery, Acceptance and Title

- 3.1 If not specified, time will be of the essence with respect to the Vendor’s delivery obligations under this terms and conditions.
- 3.2 Payment of any invoice by the University will not be deemed acceptance of any Goods and/or Services, but rather such Goods and/or Services will be subject to a 3 month period of inspection, testing, acceptance or rejection by the University.
- 3.3 If the Goods are not of suitable quality they will be returned by the University to the Vendor at the Vendor’s expense.
- 3.4 Risk and title in the Goods will pass to the University when they are delivered to the University.

4 Fees and Invoices

- 4.1 In consideration for the provision of Goods and/or Services under these terms and conditions, the University agrees to pay to the Vendor the fees specified (“Fees”). Subject to clause 5.3 the Fees include all taxes, costs and charges including freight and courier charges.
- 4.2 The Vendor must issue the University with a valid tax invoice for Goods and/or Services for which it requires payment. The tax invoice must:
- specify the date of delivery and address;
 - describe the Goods and/or Services delivered – including quantity; and
 - specify bank account details for electronic payment.
- 4.3 The University agrees to pay the Vendor the Fees within 30 days of receipt and acceptance of an invoice by the University.
- 4.4 If GST is payable in connection with the Goods and/or Services to be supplied under this Agreement, then the Vendor irrevocably warrants and agrees that the Fees payable are the GST inclusive price.

5 Indemnity, Insurance and Warranties

- 5.1 The Vendor indemnifies the University against all Losses it directly or indirectly sustains or incurs as a result of:
- a breach by the Vendor of these terms and conditions; or
 - any negligent, unlawful or willful act or omission of the Vendor or Vendor personnel;

except to the extent that any negligent act or omission of the University contributed to the Losses. The University has a duty to mitigate its Losses.

6. Services

- 6.1 The Vendor represents and warrants that:
- it has all rights, title, licences, interests and property necessary to provide the Goods and/or perform the Services;
 - its personnel are suitably qualified, skilled, and competent to perform the Services;
 - the Goods and/or Services will be fit for the purposes intended;
 - the Goods and/or Services will be professionally delivered, complete, accurate and free from material faults in design and free from defects in materials, workmanship and installation;
 - it will comply with all University policies, procedures and relevant legislation, downloadable at following website: <http://federation.edu.au/policy-central>; and
 - all Goods are free from encumbrances and security interests.

7. Miscellaneous

- 7.1 The University may terminate this Agreement by written notice to the Vendor:
- without cause on 14 days;
 - if the Vendor breaches a term of these Terms and conditions and fails to remedy the breach within 14 days of the notice; or
 - immediately if the Vendor is subject to proceedings which may result in the Vendor becoming bankrupted, wound up, under voluntary administration or subject to the control of a receiver or receiver and manager.
- 7.2 If there is an inconsistency between a provision of:
- a longer term contract entered into between the Vendor and the University for the Goods and/or Services;
 - these Terms and Conditions;
 - any annexures or attachments to the EFT form,
- then the first-mentioned terms shall prevail in the order set out.
- 7.3 This Agreement is governed by the law in the State of Victoria and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts in the State of Victoria.