

GREATER SHEPPARTON VISITOR CENTRE
Expression of Interest – To supply goods/products for sale

PLEASE NOTE: THIS IS AN EXPRESSION OF INTEREST ONLY

You will be notified by visitor centre staff to advise if you are successful or not

Business name (If applicable): _____

Contact person: _____

Phone: Business: _____ Home: _____ Mobile: _____

Email: _____

Address: _____ Post code: _____

TYPE OF PRODUCT:

Creative:

- ☐ Photography
☐ Jewellery
☐ Glassware
☐ Other _____

Food/Wine:

- ☐ Preserves
☐ Juice
☐ Wine
☐ Confectionery

Other:

- ☐ _____
☐ _____
☐ _____

PRODUCT DESCRIPTIONS: _____

PLEASE ATTACH PHOTOS OF PRODUCTS OR INCLUDE SAMPLES

PRICING

Product	Wholesale Price	Retail Price	GST
			<input type="checkbox"/> Included <input type="checkbox"/> Plus <input type="checkbox"/> No GST
			<input type="checkbox"/> Included <input type="checkbox"/> Plus <input type="checkbox"/> No GST
			<input type="checkbox"/> Included <input type="checkbox"/> Plus <input type="checkbox"/> No GST

Do you supply other outlets in Greater Shepparton? Yes ☐ No ☐
 If yes, please list: _____

Food/beverage suppliers: do you have a current Food Act Registration Certificate? Yes ☐ No ☐

Please acknowledge that you have read and would be willing to accept the Greater Shepparton City Council Supplier terms and conditions (attached). Acknowledged ☐

Do you agree to a three month trial consignment agreement? Yes ☐ No ☐

Do you accept that you will only be paid for goods supplied after they are sold by the Visitor Centre quarterly?
 Yes ☐ No ☐

GREATER SHEPPARTON VISITOR CENTRE SUPPLIER/CONSIGNMENT CONDITIONS

- Any supplier of goods to Greater Shepparton Visitor Centre must be or be willing to become a registered supplier with Greater Shepparton City Council, agreeing to Council's terms as per Supplier Registration Form and Conditions of Purchase. For suppliers that do not have an ABN an ATO Statement by a Supplier form must also be completed - www.ato.gov.au/forms/statement-by-a-supplier-not-quoting-an-abn/.
- All stock is to be supplied to the Greater Shepparton Visitor Centre accompanied by a delivery docket clearly outlining the item type, quantities, indicating if GST is included and/or applicable, the wholesale price and the recommended retail price.
- The product's recommended retail price should be at least 35% more than the wholesale price.
- Merchandise provided by not for profit suppliers, who are not registered for GST, will not be charged commission for sale of stock in the VIC – merchandise will be sold on a good will basis.
- Food/Beverage products will only be stocked if the business is registered under the Food Act 1984. Food Act Registration Certificate must be provided annually.
- Food/Beverage products must have the appropriate labelling meeting legislative requirements, e.g. nutritional panel, best before date and place of manufacture.
- Food/Beverage products supplied must be well within sell-by/best before dates - suppliers must replace goods when these dates are reached.
- Non-perishable items: Visitor Centre staff may identify items for replacement by the supplier on a quarterly basis with regard to sales achieved, seasonality, presentation and need to refresh displays.
- Items will be initially stocked by the Visitor Centre on a consignment basis for three months. At the end of three months the level of sales of each product will be reviewed to determine if an ongoing arrangement with the supplier is viable. If it is determined not viable, all unsold stock will be returned as well as payment for any goods sold.
- If at the conclusion of the initial three months an ongoing arrangement is deemed viable, the supplier will be reimbursed for goods sold in first three months and quarterly from then on. Supplier will be notified of goods sold and then be required to issue an invoice for payment which will be made in line with Council terms of 30 days after date of invoice.
- If the supplier wishes to withdraw any unsold product from the Greater Shepparton Visitor Centre, they must notify the Centre at least 48 hours prior to collection to allow an accurate inventory to be undertaken.
- All care will be taken however the Greater Shepparton Visitor Centre will hold no responsibility for stolen or damaged goods whilst in our Centre. The consignee is responsible for insuring their goods whilst they are held by the Greater Shepparton Visitor Centre.
- Any display accessories (e.g. stands, story cards, etc.), provided by suppliers must be of a high quality and approved by a Visitor Centre staff person.
- Protective packaging must be provided for fragile items that can protect items in transit via post or air travel. This packaging must be of a high standard of durability and presentation.

GREATER SHEPPARTON CITY COUNCIL AND ASSOCIATED ENTITIES: TERMS AND CONDITIONS OF PURCHASE

Delivery Docket

Merchandise must be delivered to the delivery destination as designated on the Contracts. Description of the merchandise, quantity, purchase order number and reference to invoice number must be stated on a delivery docket, which is to accompany the merchandise. The seller must ensure that Merchandise is checked and the delivery docket signed by an employee of the buyer.

Tax Invoices

All tax invoices **must** contain the relevant minimum requirements as determined under the GST Legislation (A new Tax System – Goods and Services Tax) Act 1999.

Invoices must also include reference to:

- Purchase order number
- Delivery docket number
- Quantity
- Price per unit, and
- Total invoice value

All tax invoices **must** be emailed to council@shepparton.vic.gov.au or mailed to:

Accounts Payable Officer
Greater Shepparton City Council
LOCKED BAG 1000
SHEPPARTON VIC 3632



GREATER SHEPPARTON CITY COUNCIL AND ASSOCIATED ENTITIES: TERMS AND CONDITIONS OF PURCHASE

1.1 CLAUSE 1 - INTRODUCTORY ISSUES

1.1 The following terms will, if not inconsistent with the context, have the meanings indicated:

"the Authorised Officer" means:

1.1.1 the person named as such in the Purchase Order, or

1.1.2 any other person nominated by the Council and Council's Associated Entities from time to time in writing.

"this Contract" means the Contract evidenced by these Conditions of Purchase, the Purchase Order and any other documents to which reference is made in the Purchase Order.

"the Council" means the Greater Shepparton City Council;

"Associated Entities" means entities including Goulburn Valley Regional Library, Goulburn Valley Waste and Resource Recovery Group, Kialla West Cemetery Trust, Pine Lodge Cemetery Trust and Shepparton Regional Salesyards.

"the Creditor" means the party to which the Purchase Order is addressed;

"Goods" means any goods to which the Purchase Order applies;

"the Purchase Order" means the document on the reverse side of this page; and

"Services" means any services to which the Purchase Order applies.

1.2 In this Contract, unless inconsistent with the context, a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa.

1.3 This Contract constitutes the whole understanding between the parties and embodies all terms and conditions under which Goods or Services are to be supplied by the Creditor.

1.4 The law of the State of Victoria governs this Contract and any legal proceedings under this Contract.

1.5 If the Creditor consists of two or more parties, this Contract binds each of them severally and jointly.

1.6 It is acknowledged and agreed that this Contract does not fetter or restrict the powers or discretions of the Council and Council's Associated Entities in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Creditor.

CLAUSE 2 - GOODS OR SERVICES

2.1 The Creditor must supply the Goods and Services specified in the Purchase Order by any date stated in the Purchase Order (or otherwise within a reasonable time) in accordance with this Contract.

2.2 The Authorised Officer may, on behalf of the Council and Council's Associated Entities, immediately terminate this Contract where any of the Goods or Services specified in the Purchase Order have not been supplied in accordance with the requirements of clause 2.1.

2.3 If this Contract is terminated under clause 2.2:

2.3.1 the Authorised Officer may either -

2.3.1.1 accept any Goods

2.3.1.2 direct the removal of any Goods - already supplied by the Creditor;

2.3.2 the Creditor must comply with a direction given by the

Authorised Officer under clause 2.3.1.2 within any time specified by the Authorised Officer; and

2.3.3 the Council and Council's Associated Entities is:

2.3.3.1 not required to pay for any Services already supplied; and

2.3.3.2 only required to pay for any goods already supplied which have been accepted by the Authorised Officer under clause 2.3.1.1.

2.4 Any goods must be delivered by the Creditor to the place stated in the Purchase Order (unless otherwise stated in the Purchase Order) and unloaded in accordance with any directions given by the Authorised Officer. Any Services must be provided at any place stated in the Purchase Order.

2.5 It is a condition of the Council and Council's Associated Entities' purchase of any Goods that:

2.5.1 the Goods are new, unless otherwise specified in the Purchase Order;

2.5.2 the Goods will be fit for the purpose for which items of the same kind are commonly supplied;

2.5.3 the Goods are of merchantable quality; and

2.5.4 the Goods carry any applicable manufacturers' warranties (which will be passed to the Council and Council's Associated Entities on supply of the Goods).

2.6 Title to any Goods free of encumbrances and all other adverse interests will pass to the Council and Council's Associated Entities upon the Goods coming into the possession of the Council and Council's Associated Entities or its employees or agents.

2.7 The Authorised Officer may reject any Goods or Services which do not comply in all respects with this Contract. The Council and Council's Associated Entities is not required to make payment for any rejected Goods or Services.

2.8 The Creditor must obey and must ensure that its employees, sub-contractors and agents obey any Acts, regulations and local laws in any way applicable to the performance of this Contract, including, without limitation, any occupational health and safety legislation.

CLAUSE 3 - PAYMENTS

If the Creditor complies with its obligations under this Contract, the Council and Council's Associated Entities must make the payment or payments specified in the Purchase Order within 30 days of its receipt of an invoice for any Goods or Services. The Creditor must not forward an invoice to the Council until all the Goods or Services have been delivered or provided (unless otherwise directed by the Authorised Officer).

CLAUSE 4 - SUB-CONTRACTING AND ASSIGNMENT

The Creditor must not, except with the written consent of the Authorised Officer, sub-contract or assign the whole or any portion of its rights and obligations under this Contract, and no sub-contractors or assignees will have any rights under this Contract against the Council and Council's Associated Entities or be entitled to receive any repayments under this Contract from the Council and Council's Associated Entities.

CLAUSE 5 - INSURANCE AND INDEMNITY

5.1 The Contractor and any sub-contractor of the Contractor must, in respect of all their employees, comply with the provisions of the Accident Compensation Act 1985 or any other workers' compensation legislation in operation from time to time.

5.2 The Creditor must indemnify the Council and Council's Associated Entities, and its Councilors and members of staff, from and against all actions, claims, losses, damages, penalties or demands consequent upon, occasioned by or arising from its performance or purported performance of its obligations under this Contract, including, without limitation, any acts or omissions of the Creditor's agents and employees.

CLAUSE 6 - OTHER BINDING AGREEMENT, DEED OR CONTRACT

6.1 Where any other binding agreement, deed or contract is in place, the terms and conditions of that binding agreement, deed or contract will take precedence over the Council's standard Purchase Order Terms and Conditions.

