Standard Purchase Order Terms and Conditions

Section 1 - Terms and Conditions

Purchase Order: Terms and Conditions of Supply

1. Acceptance of Purchase Order

This Purchase Order, together with these Terms and Conditions, forms the agreement between Catholic Diocese Maitland-Newcastle (CDMN) and the supplier. The supplier is deemed to have accepted the Purchase Order upon the earlier of written acceptance, commencement of work, or delivery of goods or services. Any terms and conditions provided by the supplier are expressly excluded and will not apply unless accepted in writing by Catholic Diocese of Maitland-Newcastle.

2. Supply of Goods and Services

The supplier must provide the goods and/or services described in the Purchase Order in accordance with the specifications, requirements, and delivery dates stated in the Purchase Order.

All services must be performed with due care, skill, and diligence and in accordance with applicable professional standards.

The Supplier must ensure that invoice bears the applicable purchase order number issued by Catholic Diocese of Maitland-Newcastle.

3. Delivery

Goods must be delivered, and services performed, by the delivery date specified in the Purchase Order and to the location stated.

The supplier must promptly notify CDMN of any anticipated delay in delivery or performance.

4. Inspection and Acceptance

Catholic Diocese of Maitland-Newcastle may inspect the goods or services upon delivery. If goods or services do not comply with the Purchase Order requirements, Catholic Diocese of Maitland-Newcastle may reject them and require replacement, correction, or refund at the supplier’s cost.

5. Price

The price specified in the Purchase Order is fixed and includes all costs associated with the supply of the goods or services unless otherwise agreed in writing.

6. Invoices and Payment Terms

The supplier must provide a valid tax invoice referencing the relevant Purchase Order number.

Unless otherwise agreed in writing, payment will be made within thirty (30) days from the receipt of a valid tax invoice and acceptance of the goods of services.

This policy document may be varied, withdrawn or replaced at any time. Printed copies, or part thereof, are regarded as uncontrolled and should not be relied upon as the current version. It is the responsibility of staff printing this document to always refer to the Catholic Diocese of Maitland-Newcastle's Policy Portal for the latest version.

Catholic Diocese of Maitland-Newcastle may withhold payment for any goods or services that do not comply with the Purchase Order.

7. Supplier Warranties

The supplier warrants that:

a. goods supplied are new, free from defects, and fit for their intended purpose
b. services are provided with appropriate skill, care, and diligence
c. goods and services comply with all applicable laws and standards
d. the supplier has all licences, permits, qualifications, authorisations and approvals required to supply the Goods or Services
e. the supply does not infringe any intellectual property rights

8. Compliance with Laws

The supplier must comply with all applicable laws and regulations, including those relating to workplace health and safety, employment, and environmental obligations.

9. Modern Slavery Compliance

The Supplier warrants that it complies and will ensure that its subcontractors and supply chains comply with all applicable modern slavery and human trafficking laws, including the Modern Slavery Act 2018 (Cth) and, where applicable, the Modern Slavery Act 2018 (NSW).

The Supplier must take reasonable steps to identify, assess and address risks of modern slavery practices in its operations and supply chains used in the provision of the goods and/or services.

The Supplier must promptly notify CDMN if it becomes aware of any actual or suspected modern slavery practices in its operations or supply chains that relate to the goods or services supplied under the Purchase Order.

Upon reasonable request, the Supplier must provide information to CDMN relating to its modern slavery risk management practices, including any relevant policies, due diligence processes, or statements published under applicable legislation.

A breach of this clause is deemed a material breach of the Purchase Order.

10. Risk and Title

Risk and title in goods pass to Catholic Diocese of Maitland-Newcastle upon delivery and acceptance by Catholic Diocese of Maitland-Newcastle.

11. Insurance

The supplier must maintain appropriate insurance coverage, including public liability Insurance, workers compensation Insurance as required by law, professional indemnity insurance where professional services are supplied and any other insurance reasonably required for the performance of the goods or services. The Supplier must provide evidence of such insurance upon request.

12. Confidentiality

The supplier must keep confidential all information received from Catholic Diocese of Maitland-Newcastle in connection with the Purchase Order and must not disclose such information without prior written consent.

13. Indemnity

The supplier indemnifies Catholic Diocese of Maitland-Newcastle against any loss, damage, or claim arising from the supplier's breach of these Terms and Conditions, negligence, or unlawful conduct, including any claims for personal injury, death, property and infringement of intellectual property rights.

14. Termination

Catholic Diocese of Maitland-Newcastle may terminate the Purchase Order at any time by giving written notice. Catholic Diocese of Maitland-Newcastle will pay for Goods and Services properly supplied up to the date of termination.

15. Force Majeure

Neither party will be liable for any delay or failure to perform its obligations under this Purchase Order to the extent caused by circumstances beyond its reasonable control, including natural disasters, pandemics, industrial disputes, acts of government, or interruptions to utilities or transport services. The affected party must promptly notify the other party and take reasonable steps to minimise the impact of the event. If the event continues for more than thirty (30) days, Catholic Diocese of Maitland-Newcastle may terminate the Purchase Order by written notice without liability.

16. Intellectual Property

Intellectual Property created specifically for Catholic Diocese of Maitland-Newcastle in the course of providing Services vests in Catholic Diocese of Maitland-Newcastle upon creation and payment, unless otherwise agreed in writing.

Privacy

The Supplier must comply with all applicable privacy laws and must not use, disclose or retain personal information except as required for the supply of goods and services.

18. Governing Law

This Purchase Order is governed by the laws of New South Wales and the parties submit to the jurisdiction of the courts of that State.

Section 2 - Consequences of Breaching this Policy

(1) Any worker found to be in breach of this policy may be subject to disciplinary action, including where a serious breach occurs, dismissal.

Section 3 - Notations

(2) If there are any inconsistency between a policy document in existence before the commencement of this policy, and a policy document developed after the commencement of this policy, the later applies to the extent of the inconsistency.

Section 4 - Document Review

(3) This policy will be reviewed when there is a legislative change, organisational change, delegations change or at least every 3 years to ensure it continues to be current and effective.

Status and Details

Status	Current
Effective Date	17th November 2026
Review Date	17th November 2028
Approval Authority	Chief Financial Officer
Approval Date	17th November 2026
Expiry Date	To Be Advised
Unit Head	Michelle Lawson Chief Financial Officer
Enquiries Contact	Janelle Annis-Brown Director Finance Systems Finance