



Simple Contract Terms Glossary

‘Additional Contract Terms’ means the terms and conditions set out in the section of the Customer Contract with the heading ‘Additional Contract Terms’.

‘Commencement Date’ means the commencement date as specified in the *Letter*.

‘Contract Manager’ means the contract manager for the Customer and/or Contractor (as relevant) specified in the *Letter*.

‘Contractor’ means the Party specified in the *Letter* as the Contractor.

‘Contract Price’ means the total contract price specified in the Customer Contract, including any GST component payable.

‘Correctly Rendered Invoice’ means an invoice that:

- (a) is correctly addressed and calculated in accordance with the Customer Contract;
- (b) relates only to Products and/or Services that have been accepted by the Customer in accordance with the Customer Contract;
- (c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- (d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- (e) is a valid tax invoice in accordance with the GST Act.

‘Customer’ means the Party specified in the *Letter* as the Customer.

‘Customer Contract’ means the documentation specified in *Simple Contract Terms* clause 3 [*Precedence of Documents*].

‘Delivery and Acceptance’ means the process in which Products and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Customer Contract.

‘GST Act’ means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

‘GST’ means a Commonwealth goods and services tax imposed by the GST Act.

‘Intellectual Property Rights’ means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

‘Letter’ means the letter, issued by the Customer to the Contractor, accepting the Contractor’s Offer.

‘Material’ means any material brought into existence as a part of, or for the purpose of producing the Products and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

‘Moral Rights’ means right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

‘Notice’ means an official notice or communication under the Customer Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the *Letter* or as notified from time to time.

‘Party’ means the Customer or the Contractor as the context requires and **‘Parties’** means both of them.

‘Products and/or Services’ means:

- (a) the Products, Services, or Products and Services and any Material specified in the Customer Contract; and
- (b) all such incidental Products and Services that are reasonably required to achieve the purposes of the Customer as specified in the Customer Contract.

‘Request’ means the notice inviting potential suppliers to participate in the procurement.

'Requirement' means the description of the Products and/or Services described in the Customer Contract.

'Simple Contract Terms' means the binding terms that form part of the Customer Contract between the parties as amended from time to time.

'Specified Personnel' means the personnel specified in the Customer Contract or such other personnel who are accepted by the Customer in accordance with *Simple Contract Terms* clause 14 [*Specified Personnel*]