TASMANIAN GOVERNMENT

CONSULTANT SERVICES SCC: VERSION 2026-01

Important information:

This document (consisting of 10 pages) is the Tasmanian Government's Consultant Services SCC: Version 2026-01 (the **Conditions of Contract**).

The Conditions of Contract are incorporated in contracts for the purchase of consultant services which provide that the Conditions of Contract apply to, form part of, or are taken to be incorporated by reference in, those contracts.

The Conditions of Contract may be modified or supplemented by the contract into which they are incorporated.

Version information

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CONSULTANT SERVICES SCC: VERSION 2026-01

Conditions of contract

1 Defined terms

In the Contract, unless the context otherwise requires:

AI System means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions, that can influence physical or virtual environments and includes any large language model or any artificial intelligence model. AI Systems may vary in their levels of autonomy and adaptiveness after deployment.

Australian Standard means a standard published by Standards Australia Limited.

Business Day means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

Conditions of Contract means these conditions of contract (and where the context requires includes the Contract Information Table).

Contract means a contract for delivery of the Services made between the Principal and the Supplier which incorporates these Conditions of Contract.

Contract Information Table means the Contract Information Table that forms part of the Contract.

Contract Material means all Material, either, or both:

(a) brought, or required to be brought, into existence by the Supplier: or

(b) collected by, or on behalf of the Supplier,

as part of, or for the purposes of, delivering the Services.

Contract Sum – see the Contract Information Table.

Existing Material means any Material, document or data created by the Supplier before the date of the Contract and which is provided to the Principal by the Supplier.

Harmful Code includes:

(a) any virus, denial of service, disabling or malicious device or code, 'worm', 'trojan', 'time bomb', or other harmful or destructive code, but does not include any 'software lock' or other technical mechanism that is included to manage the proper use of any software; and

(b) any code that allows any person to remotely monitor any activity of, or collect any data about, the Principal or any person dealing with the Principal.

Material includes any documents, data, files, statistics, datasets, databases, content, works, materials, specification, designs, reports, maps, drawings, plans, models, photographs, recordings, methodologies, tools, information and other items, in any form or medium, whether tangible or intangible and stored by any means.

PIP Act means the *Personal Information Protection Act 2004* (Tas).

Principal means the person named in the Contract as the 'Principal' (and includes the Principal's successors and assigns).

Principal Material means any Material, either, or both:

(a) provided by, or on behalf of, the Principal, to the Supplier, for the purposes of the Contract; or

(b) created, produced, inferred or derived:

  (i) from the use, processing, or otherwise of the Principal Material in the Supplier’s delivery of the Services or in connection with the Contract; or

  (ii) in connection with the Principal’s use of the Services,

including all copies, backups, extracts, adaptations, derivatives and aggregations.

Right includes a right, power, remedy, authority and discretion.

Scheme means a scheme in force under the *Professional Standards Act 2005* (Tas) for limiting the occupational liability of members of an occupational association.

Services means the services, specified or described, in the Contract Information Table.

Specification – see the Contract Information Table.

Supplier means the person named in the Contract as the Supplier (and includes the Supplier's successors and permitted assigns).

Supplier Code means the 'Tasmanian Government Supplier Code of Conduct', published by the Department of Treasury and Finance at www.purchasing.tas.gov.au, as at the date of the Contract.

Rules of Interpretation

In the Contract, unless the context otherwise requires:

(a) headings do not affect the interpretation of the Contract;

(b) words denoting the singular include the plural and vice versa;

(c) words denoting any gender include all genders;

(d) other grammatical forms of a defined term have a corresponding meaning;

(e) an expression denoting a natural person, company, partnership, corporation or any government body includes any other of them;

(f) a reference to any thing or any property includes a part of that thing or property;

(g) a reference to a party includes that party's successors and permitted assigns;

(h) mentioning any thing after the words 'includes' or 'including' does not limit the meaning of any thing mentioned before those words;

(i) a reference to any legislation includes subordinate legislation made under it and any amendment to, or replacement for, any of them;

(j) references to '$' and 'dollars' are to Australian dollars; and

(k) a reference to a time or date in connection with the performance of an obligation, is reference to a time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere.

A reference to the Principal includes any delegate acting on behalf of the Principal.

Unless the context otherwise requires, a reference to a numbered clause in these Conditions of Contract refers to the clause that has that number in these Conditions of Contract.

2 Supply of Services

2.1 Supply of Services

The Principal engages the Supplier to supply the Services to the Principal in accordance with the Contract. The Supplier accepts that engagement.

2.2 General obligations

If a Service Period is set out in the Contract Information Table, the Supplier must supply the Services to the Principal for the duration of the Service Period.

If a Service Completion Date is set out in the Contract Information Table, the Supplier must complete the supply of the Services to the Principal on or before the Service Completion Date. If the supply of the Services has not been completed by the Service Completion Date, the Principal may extend that date.

If no Service Period or Service Completion Date is set out in the Contract Information Table, the Supplier must complete the supply of the Services to the Principal as directed by the Principal.

2.3 Standard of service performance etc.

The Supplier must provide the Services:

(a) exercising the standards of care, skill and diligence expected of a person competent and experienced in providing services of a kind similar to the Services;

(b) in a courteous, safe and reliable manner;

(c) in accordance with all applicable laws;

(d) in accordance with the Specification (including any performance standards included in the Specification);

(e) in accordance with all applicable Australian Standards; and

(f) in accordance with any instructions or directions, in writing, given by the Principal (but any such instructions or directions must not materially change the scope of the Services to be provided by the Supplier).

The Supplier must hold, and do all things necessary to maintain, all necessary certificates, licences, permissions, registrations and/or authorities to lawfully provide the Services.

The Supplier must comply with any security requirements issued by the Principal, in writing, to the Supplier relating to the supply of the Services.

2.4 Professional services

If the Services include services that are commonly provided by a professional person, the Supplier:

(a) must provide the Services to high professional standard (being the standard expected of a professional adviser both competent and experienced in providing services similar to the Services); and

(b) unconditionally acknowledges and agrees that the Principal is relying, and will at all material times be entitled to rely, on:

(i) the performance by the Supplier of its obligations under the Contract; and

(ii) the exercise by the Supplier, and by the Supplier's personnel, of proper standards of independent professional skill, care and judgement in relation to the Services.

2.5 Named persons to provide Services

If the Contract specifies that the Services are to be delivered by named persons, the Supplier must ensure that the Services are delivered by those named persons.

If those named persons are not available for any reason, the Services must be delivered by other persons approved, in writing, by the Principal.

2.6 Use of Artificial Intelligence

(a) The Supplier must not use any AI System:

(i) in connection with the performance of the Services; or

(ii) to perform any of its obligations under the Contract,

without the Principal's prior written consent, which consent may be given (conditionally or unconditionally) or withheld entirely at the Principal's absolute discretion.

(b) Without limiting clause 2.6(a), the Supplier must not input, upload, process, or otherwise make available, any Principal Material or Contract Material:

(i) in;

(ii) to; or

(iii) for the purposes of,

any AI System.

(c) The Supplier must immediately notify the Principal, in writing, of any breach by the Supplier of any of its obligations under this clause.

2.7 Compliance with policies

The Supplier must, where relevant to the Supplier's obligations under the Contract, comply with all:

(a) Principal policies, codes of conduct, rules, standards and procedures (including in respect of work health and safety and security) which apply at premises occupied or used by the Principal, the Principal's personnel, the supply of the Services, or otherwise the Supplier's performance of the Contract; and

(b) all other Principal policies, codes of conducts, rules, standards and procedures, as specified in the Contract Information Table.

If the Principal amends a relevant, or introduces a new, policy, code of conduct, rule, standard or procedure relevant to the Supplier's obligations under the Contract, it will notify the Supplier and the Supplier must comply with the amended or new policy, code of conduct, rule standard or procedure from the date of notification. Copies of the new and amended policies are available on request.

2.8 Economic and Social Benefits

The Supplier must, in connection with the supply of the Supplies, implement the Economic and Social Benefits Schedule of Deliverables (if any) included in the Contract.

3 Contract Sum and related matters

Subject to this clause 3, the Principal agrees to pay the Contract Sum to the Supplier for the Services in the manner set out in the Contract Information Table.

The Contract Sum is not subject to adjustment unless otherwise provided for in the Contract.

The Supplier is not entitled to any payment to correct any defect in the Services.

The Principal is not required to make any payment to the Supplier if the Supplier is in breach of the Contract.

Subject to this clause 3, the Principal must make payment within 14 days of receiving a correctly rendered invoice for the Contract Sum (or the part of the Contract Sum) that is payable by the Principal. An invoice must be in a form approved, in writing, by the Principal.

4 Out-of-pocket expenses etc.

Subject to the Principal receiving a correctly rendered invoice (in a form approved, in writing, by the Principal), the Principal will also pay or reimburse to the Supplier out-of-pocket expenses and disbursements (if any) as set out in the Contract Information Table.

5 Insurance

The Supplier must take out and maintain the insurances (if any) as set out in the Contract Information Table. The Supplier must produce evidence of those insurances when requested by the Principal.

6 Indemnity by Supplier

The Supplier must indemnify the Principal, and employees or agents of the Principal, against:

(a) any legal liability, loss, claim, action or proceeding for:

  (i) personal injury to, or death of, a third party;

  (ii) either or both loss of, or damage to, property of a third party; or

  (iii) economic loss of a third party,

  arising out of, or in connection with, the supply, or use, of any thing supplied under the Contract by the Supplier; and

(b) any costs and expenses that may be incurred in connection with any of the above.

The liability of the Supplier under the indemnity is to be reduced proportionately in respect of any legal liability, loss, claim, action or proceeding that directly results from:

(a) a breach of the Contract by the Principal; or

(b) any unlawful, negligent, fraudulent, reckless or deliberately wrongful, act or omission of the Principal or any of the Principal's employees, authorised contractors or agents.

The indemnity is a separate and independent obligation of the Supplier.

7 Default and termination

The Principal may terminate the Contract immediately, by notice, in writing, to the Supplier, if:

(a) the Supplier being an individual, becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) or any action is taken which could result in that event;

(b) the Supplier being a company, becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) or a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of its property;

(c) any information or warranty given by the Supplier in any quotation related to the making of the Contract was, or becomes, untrue, false or misleading;

(d) the Supplier breaches any of its obligations, warranties or representations under the Contract, and that breach continues for a period of five Business Days after the date on which the Principal gives notice to the Supplier specifying the breach; or

(e) the Supplier repudiates the Contract by its conduct.

Without limiting the conduct that may constitute repudiation of the Contract by the Supplier, the Supplier will be taken to have repudiated the Contract if the Supplier commits four or more breaches of the Contract (regardless of whether those breaches have been rectified).

8 Principal's right to terminate contract for supply of professional services

If the Contract is for the supply of professional services, the Principal, without cause, may terminate the Contract at any time by immediate notice, in writing, to that effect to the Supplier.

9 Amounts payable on termination

If the Contract is terminated in accordance with clauses 7 or 8, the following provisions apply.

If the Contract Sum is a lump sum amount, the amount payable by the Principal to the Supplier, in respect of the termination of the Contract, is limited to the Relevant Proportion of the Contract Sum less any payments in respect of the Contract Sum previously paid by the Principal. The **Relevant Proportion of the Contract Sum** is that amount which bears the same proportion to the Contract Sum as the part of the Services actually supplied, in accordance with the Contract, up to the date of termination, bears to all of the Services that would have been supplied if the Contract had not been terminated.

If the Contract Sum is calculated on the basis of rates, the amount payable by the Principal to the Supplier, in respect of the termination of the Contract, is limited to the amount payable for any Services actually delivered by the Supplier up to the date of termination, calculated in accordance with the applicable rates, and not previously paid for by the Principal.

The Principal must pay or reimburse to the Supplier any out-of-pocket expenses and disbursements properly incurred by the Supplier before the date of termination, and which the Principal is required to pay or reimburse in accordance with clause 4.

Except to the extent provided for in this clause 9, no other amounts are payable by the Principal to the Supplier in respect of the termination of the Contract pursuant to clauses 7 or 8.

10 Termination for convenience

The Principal may terminate the Contract for convenience, and for any reason (regardless of default), by giving the Supplier notice in writing.

Subject to this clause 10, if the Principal terminates the Contract in accordance with this clause, the Principal must pay to the Supplier:

(a) the amount that would have been payable to the Supplier under clause 9 if the termination of the Contract had occurred pursuant to clause 7; and

(b) any loss (but excluding loss of prospective profits) incurred by the Supplier as a result of the early termination of the Contract, being a loss that the Supplier cannot reasonably avoid or mitigate.

The maximum amount payable by the Principal to the Supplier in respect of the termination of the Contract pursuant to this clause 10 is not to exceed the amount of the Contract Sum that has not been paid to the Supplier as at the date of termination.

11 Termination generally

If the Principal terminates the Contract:

(a) the Principal may use other suppliers to complete delivery of the Services;

(b) the Principal is not required to perform any of its obligations under the Contract which relate to any period after the termination of the Contract; and

(c) the Supplier must give to the Principal such information, and take all such action, that the Principal requires in order to facilitate the orderly and systematic termination of the Contract.

In the case of termination pursuant to clause 7, the Principal may take action to recover any loss arising as a result of such termination and/or the Supplier's default that gave rise to that termination.

12 Intellectual property matters

12.1 Ownership of intellectual property

Principal Material remains the property of the Principal.

The title to, and the property (including intellectual property) in, Contract Material (other than Existing Material incorporated in the Contract Material) vests in the Principal upon its creation.

The Supplier must, in accordance with any directions given by the Principal, formally transfer to the Principal all intellectual property rights in the Contract Material (other than Existing Material incorporated in the Contract Material).

The Supplier unconditionally consents to any infringement of its moral rights in relation to any use of the Contract Material. If any third party has moral rights in any Contract Material, the Supplier must obtain the unconditional consent in writing of that third party to any infringement of those moral rights. A 'moral right' means a moral right granted under the *Copyright Act 1968* (Cwlth).

The Supplier must not include any copyright notice in any Contract Material that is inconsistent with the Contract. Any such copyright notice will be of no effect.

12.2 Licences

The Supplier grants to each Crown Entity an irrevocable, royalty free, world-wide, and non-exclusive licence, to use (without attribution) any Existing Material that is incorporated in any thing that includes Contract Material.

Any use of Contract Material or Existing Material by a Crown Entity for a purpose unrelated to the purpose for which the Contract Material was created will be at the risk of the Crown Entity.

The Principal grants to the Supplier a non-exclusive right to use the Contract Material only for the purposes of providing the Services.

The Supplier must ensure that any electronic copies of Principal Material and/or Contract Material held by the Supplier:

(a) are protected against loss, damage, corruption, misuse and unauthorised access by taking security measures no less stringent than good industry practice; and

(b) are only stored within Australia (unless the Principal has agreed, in writing, to storage outside Australia).

In this clause 12.2:

Crown Entity means: the Principal; the Crown in Right of Tasmania (if it is not the Principal); and each agency and instrumentality of the Crown in Right of Tasmania.

use includes use, reuse, publication, reproduction, adaptation and/or exploitation.

12.3 Delivery and retention of IP

On the expiration or earlier termination of the Contract, the Supplier must, at its expense, promptly deliver all Contract Material and all Principal Material, in its possession or control, to the Principal. The Supplier must pay the cost of delivery.

However, the Supplier may retain a copy of the Principal Material and the Contract Material for its internal records and/or to the extent necessary to meet an obligation to an insurer.

12.4 Supplier's warranty

If any Contract Material is supplied electronically by the Supplier to the Principal, the Supplier warrants that that the Contract Material does not include any Harmful Code.

13 Confidentiality in relation to Contract Material and Principal Material

The Supplier must not, and must ensure that none of it employees, agents and/or subcontractors, publicly disclose, or use for a purpose other than for the purposes of the Contract, any Contract Material or any Principal Material.

Nothing in this clause 13 prevents the Supplier from disclosing Contract Material or Principal Material:

(a) with the consent, in writing, of the Principal;

(b) that is available to the public generally otherwise than as a result of a breach of this clause by the Supplier; or

(c) if the disclosure is required by law.

14 Personal information protection

If, in connection with the Contract, the Supplier is, or becomes, a personal information custodian (for the purposes of the PIP Act), the Supplier must:

(a) comply with its obligations under the PIP Act as a personal information custodian; and

(b) immediately notify, in writing, the Principal if the Supplier becomes aware of a breach, or possible breach, of those obligations.

15 Confidentiality in relation to Contract

Despite any confidentiality or intellectual property rights subsisting in the Contract, either party may publish, without reference to the other, all or any part of the Contract. Nothing in this clause derogates from a party's obligations under the PIP Act or the *Privacy Act 1988* (Cwlth).

16 *Professional Standards Act 2005* (Tas)

If no Scheme applies to the Supplier, the Supplier waives all present and future rights, as against the Principal, to claim any limitation of liability provided by any future Scheme, in connection with claims concerning or arising out of the Contract.

If a Scheme applies to the Supplier as at the date of the Contract, the level of the Supplier's liability under the Contract will be limited in accordance with and subject to the Scheme.

17 No agency etc.

The Supplier:

(a) is an independent contractor, and not an employee or agent of the Principal; and

(b) must not represent itself to be, and must ensure that none of the Supplier's employees, agents and/or subcontractors represent themselves to be, an employee or agent of the Principal.

The Principal is not responsible for any loss, cost, expense or liability incurred, paid or payable by the Supplier in connection with the delivery of the Services.

18 Imputed conduct

The conduct of the Supplier's employees, agents and subcontractors, when involved in the performance of the Contract, will be imputed to the Supplier and taken to be the conduct of the Supplier (even if that conduct is not within the scope of the actual or ostensible authority of the Supplier's employees, agents and/or subcontractors).

This clause operates in addition to, and not in substitution for, any applicable law that makes the Supplier responsible for the conduct of the Supplier's employees, agents and subcontractors.

For the purposes of this clause, '**conduct**' includes fraud, a criminal act, an omission or a misrepresentation to the extent that the conduct occurs during the performance of the Contract.

19 Notices

The addresses of the parties for the receipt of any Notice are:

(a) in the case of the Principal, as set out in the Contract Information Table, or as subsequently notified by the Principal to the Supplier; and

(b) in the case of the Supplier:

  (i) if the Contract was formed by the Principal's acceptance of a quotation given by the Supplier, as set out in that quotation, or as subsequently notified by the Supplier to the Principal; or

  (ii) in any other case, as set out in the Contract, or as subsequently notified by the Supplier to the Principal.

A Notice may be served by: delivering it by hand to the party; leaving it at the party's address referred to above; or by sending it by email to the party's email address; or sending it by prepaid ordinary post to the party's address.

A Notice is taken to have been received: if hand delivered to the party, when delivered; if left at the party's address, when left; if sent by email to the party's email address, the next Business Day after sending (with no evidence that the email has not been delivered); and if sent by post to the party's address, on the fifth Business Day after the day of posting.

A Notice must be in legible writing in the English language.

In this clause **Notice** means a notice or other communication for the purpose of the Contract.

20 Governing law and jurisdiction

The Contract is governed by the law of Tasmania. The parties submit to the jurisdiction of the courts of Tasmania.

21 GST

In this clause 21, **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) and the related imposition Acts of the Commonwealth. Expressions defined in the GST Act have the same meaning when used in this clause.

If GST is imposed on any supply made under the Contract, the recipient of the supply must pay to the person making the supply, in addition to any consideration payable, or to be provided, by the recipient under the Contract for that supply, an additional amount equal to the GST payable by the person making the supply for that supply. The additional amount is to be paid at the same time and in the same manner as the supply to which the GST relates.

22 Compliance with the Supplier Code

The Supplier must comply with, and ensure the Supplier's personnel comply with, the Supplier Code in performing its obligations under the Contract.

If there is any inconsistency between a provision of the Supplier Code and a provision of the Contract, the provision of the Contract overrides the provision of the Supplier Code to the extent of the inconsistency.

A provision of the Supplier Code is taken not to be inconsistent with a provision of the Contract if the provision of the Supplier Code and the provision of the Contract are both capable of being complied with.

In the Supplier Code a reference to:

(a) the 'contract' is to be read as a reference as a reference to the 'Contract';

(b) 'Suppliers' is to be read as a reference to the 'Supplier'; and

(c) the 'Tasmanian Government' is to be read a reference to the 'Principal',

as each of those terms is defined in the Contract.

23 Assignment and subcontracting

The Principal may assign the Contract or any of its Rights under the Contract.

Unless the Principal has given its consent in writing, the Supplier must not assign the Contract or any of its Rights under the Contract.

Unless otherwise agreed, in writing, by the Principal, the Supplier must not subcontract any part of its obligations under the Contract.

The subcontracting of all, or any part of, the Supplier's obligations under the Contract, does not relieve the Supplier from any of its obligations under the Contract.

The Supplier is responsible for the acts and omissions of its subcontractors (and each subcontractor's employees and agents) as if they were acts and omissions of the Suppler.

24 Miscellaneous

The Principal may set off against an amount otherwise payable by the Principal to the Supplier any amount due from the Supplier to the Principal. For the avoidance of doubt, this clause does not exclude any other right of set off at law.

An obligation, liability, representation or warranty on the part of two or more persons binds them jointly and severally.

The Contract forms the entire agreement of the parties in respect of its subject matter. All prior agreements in relation to the subject matter of the Contract are merged in and superseded by the Contract unless expressly incorporated in the Contract as an annexure, an appendix, an attachment or by reference. Nothing in this paragraph affects or limits any warranty given by the Supplier to the Principal relating to matters occurring before the making of the Contract.

The Contract may only be amended or supplemented in writing signed by the parties.

The non-exercise of, or delay in exercising, any Right does not operate as a waiver of that Right. A single exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right. A Right may only be waived in writing, signed by the party to be bound by the waiver. A waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

Each Right provided in the Contract is exclusive and independent of each other Right in the Contract, and all other Rights at law or in equity.

Nothing in the Contract is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of the Contract that is inconsistent with this paragraph is of no legal effect to the extent of the inconsistency.

The termination of the Contract does not affect any claims related to any Rights, releases, obligations or liabilities, accrued or incurred under the Contract before the date on which the Contract is terminated.

Clauses 2.6, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 23, and each contract special condition in the Contract Information Table, survive the termination or expiry of the Contract.

If a provision of the Contract is, or at any time becomes, illegal, prohibited, void or unenforceable for any reason, that provision is severed from the Contract.