

CONTRACT REQUIREMENT

This Contract specifies the *WA College of Agriculture-Harvey* requirement for the Disposal by Sale of the following item.

CONDITIONS OF DISPOSAL

BASIS OF OFFER FOR SALE

The above goods are offered for sale on an “as is where is” basis with all faults (if any). The *WA College of Agriculture-Harvey* does not warrant the quality, quantity description of fitness for purpose of the goods and will not be liable for any loss or damage whatsoever which the purchaser may sustain owing to or in any way arising out of the quantity or quality of the materials, their use in operation, any error in the description of the same, or otherwise howsoever.

LIABILITY

- The *WA College of Agriculture-Harvey* will not admit any claims on the grounds of defective goods, incorrect description or error in quantity.
- The Purchaser acknowledges that in entering into the Contract that it is not relied on any promise, representation, warranty or undertaking given by or on behalf of the *WA College of Agriculture-Harvey* in respect to the suitability, quality or condition of the goods and that the terms of the Contract comprise the whole of the agreement between the parties and that it is expressly agreed that no further conditions are to be implied into the Contract.
- It is the responsibility of the prospective purchasers to examine the item prior to submitting their offer.

INSPECTION OF ITEMS

- An inspection of the item is recommended prior to submitting a bid;
- Inspections will be on the 7th of November 2020 between 0900 and 1130 at the WA College of Agriculture, Mornington road, Wokalup

ACCEPTANCE OF OFFERS

The *WA College of Agriculture- Harvey* is not bound to accept the highest price offered and reserves the right to reject any or all offers submitted.

PAYMENT METHOD

Payment in full is required prior to the removal of the goods.

REMOVAL OF ITEMS BY SUCCESSFUL PURCHASER

The Successful Purchaser/s must remove the items within Twenty (20) working days of being granted access to the site by *WA College of Agriculture- Harvey*.

Prior to removal, the Successful Purchaser must contact the relevant contact person to make arrangements for site access and removal of the items at a time and in a manner suitable to the *WA College of Agriculture- Harvey*

PURCHASER RESPONSIBILITY

The successful purchaser when removing any items:

- Must ensure that safety and fire prevention measures are taken.
- Will be liable for any damage incurred in the removal.

DEPARTMENT RESPONSIBILITY

The *WA College of Agriculture- Harvey* will ensure access to the site and the goods prior to removal by the purchaser.

OFFERS

Offers are to be submitted via email to janelle.willmott@education.wa.edu.au by 4pm WST on Tuesday November the 10th 2020 or placed in the tender box which will be available on the 7th of November during inspections

No erasure will be allowed on the offer. If an alteration is necessary, it must be in ink and initialled by the bidder.

The purchaser must not make any alteration, qualification, or addition intended to negate or modify the conditions of this offer. Failure to observe the foregoing will render such offers liable to rejection as informal.

LATE OFFERS - Late offers will not be accepted.

Any offers lodged after 4pm WST on the 10th of November 2020 will be classified as a late offer.

OFFER TO PURCHASE

Please complete, sign and return this offer to the address detailed on the front page.

Disposal by Sale

I/We the undersigned, offer to purchase the goods as listed (see form A) from the *WA College of Agriculture- Harvey* accordance with the terms and conditions set out herein under Disposal by Sale

SIGNATURE:

NAME:

COMPANY NAME (if applicable):

ABN NUMBER:

ADDRESS:

TELEPHONE: **FACSIMILE:**

E-MAIL:

Buyers Please Note: Disclaimer Form must be completed and returned with your response.

Disclaimer on sale of the above item

The conditions of sale of the above listed on the attached form are:

1. Current legislation imposes obligations, such as providing and maintaining a safe work environment and preventing exposure to and protection from hazards on persons who use or operate any item on the attached form in a workplace and on employers whose employees use or operate plant. If the buyer intends to use the items purchased at a workplace, then it is the responsibility of the Buyer to inform themselves of these obligations.
2. Unless otherwise stated, the items for sale have not been assessed or inspected by a competent person and it may or may not be affected by faults or defects, which make it unsafe for use. It is the responsibility of the Buyer to ensure assessment and inspection by a competent person.
3. The Buyer is warned that items not previously assessed or inspected by a competent person may be suitable for scrap or spare parts only.

I have read the above disclaimer and understand the conditions of sale.

Purchaser's Name: _____

Purchaser's Signature: _____

Date: _____