

## When to use... General Contract Conditions

This document provides guidance about using General Contract Conditions depending on the Goods or Services you are purchasing.

Characteristics of General Goods/Services suitable for the General Contract Conditions	General Contract Conditions are not suitable for the following:
<ul style="list-style-type: none"> <li>✓ suitable for most Contracts where the Goods/Services purchased are not high risk, or if classified as high risk, then special conditions can adequately mitigate those risks</li> <li>✓ suitable for most professional services</li> <li>✓ Goods/Services where the Supplier has access to highly confidential, sensitive or personal information or where there are privacy issues</li> <li>✓ Goods/Services where transition risks are acceptable (e.g. where no transition out clauses are required, or those clauses can be easily accommodated via special conditions)</li> <li>✓ Goods/Services where the Customer is willing to negotiate a liability cap with the Supplier</li> <li>✓ the purchase of low risk ICT services where the total Contract value is less than \$1 million</li> <li>✓ Customer ownership of intellectual property rights with a broad licence back to the Supplier is acceptable (or an alternative position can be adopted by amending or substituting a new clause)</li> </ul>	<ul style="list-style-type: none"> <li>✗ Goods/Services where the General Contract Conditions (including any special conditions) do not adequately mitigate risks. This might include strategic Contracts that are high value and high risk (e.g. critical to the Customer's operations)</li> <li>✗ any Goods/Services where financial security or performance guarantees are required</li> <li>✗ any Goods/Services that require more complex or 'bespoke' (non-standard) contractual arrangements</li> <li>✗ Goods/ Services that have a complex or uncertain specification or if a customised solution, or where Goods/Services are untried or untested</li> <li>✗ Goods/Services where significant workplace health and safety risks or public safety risks arise that cannot be adequately dealt with via special conditions in the General Contract Conditions</li> <li>✗ any building or construction works</li> <li>✗ any interest in land/property</li> </ul> <p>Consider using the <b>Comprehensive Contract Conditions</b> instead of the General Contract Conditions if any of the above circumstances arise</p>

### Other comments

- There is no maximum Contract value that applies to this Contract. Determining if this Contract is appropriate depends on your assessment of risk and whether this Contract provides adequate protection for the Customer.
- Special conditions can be added to these Contract conditions. If this Contract is for the most part a 'good fit' for the Goods/Services but some changes are required (e.g. clauses to deal with Agency specific issues, risks unique to the Goods/Services, ICT clauses, or other special conditions), then use this Contract and add the special conditions that are necessary. Record all changes in the Contract Details document.
- If you are using this Contract for ICT purchasing (instead of GITC), then consult with your legal team about what special conditions may need to be included specific to the ICT products/services you are purchasing.