



Stable Home Care
P: 1300 857066
E: care@stablehomecare.com.au
W: www.stablehomecare.com.au

Supplier Agreement

This Supplier Agreement is made on _____ (Date)

Between

Transition Care Pty Ltd T/as Stable Home Care

ABN: 53 656 055 097

Address: 7b/4 Griffith Street,

Coolangatta QLD, 4225

(the Provider)

And

Supplier Legal Name:

ABN:

Address:

(the Supplier)

1. Purpose

This Agreement sets out the terms under which the Supplier supplies goods to the Provider or directly to a Participant on behalf of the Provider.

The parties acknowledge that this Agreement relates to the supply of goods only and does not involve the delivery of aged care services.

2. Nature of the relationship

2.1 The Supplier supplies goods only and does not provide aged care services, care management, clinical services, or support services on behalf of the Provider.

2.2 The Supplier is not an associated provider for the purposes of the Aged Care Act 2024.

2.3 Where goods are supplied directly to a Participant, the Supplier does so on behalf of the Provider. Direct delivery to a Participant does not constitute the provision of aged care services.

2.4 Nothing in this Agreement creates a partnership, employment relationship, agency, or subcontracting arrangement.

3. Compliance with aged care legislation

3.1 The Supplier must conduct its business in a manner that does not cause the Provider to breach its obligations under the Aged Care Act 2024, associated Rules, or the Strengthened Quality Standards.

3.2 The Supplier must not represent itself to Participants, families, regulators, or third parties as a provider of aged care services.

3.3 The Supplier must promptly notify the Provider of any matter that could reasonably affect compliance relating to the goods supplied.

4. Goods

4.1 The Supplier agrees to supply goods as ordered by the Provider from time to time.

4.2 All goods must:

- be fit for their intended purpose
- comply with Australian consumer law
- comply with applicable safety and quality standards
- be new unless otherwise agreed in writing

4.3 Title to goods passes in accordance with applicable consumer law unless otherwise agreed.

5. No service delivery

5.1 The Supplier does not provide aged care services.

5.2 Any delivery, installation, or setup provided by the Supplier is incidental to the supply of goods only.

5.3 The Supplier must not:

- assess Participant needs
- provide care advice or clinical recommendations
- modify care plans
- provide training as a funded care service
- provide ongoing Participant-facing support as part of funded aged care

5.4 Clinical assessment, suitability, training, risk management, and outcomes remain the sole responsibility of the Provider.

6. Orders and pricing

6.1 Orders may be placed by purchase order, email, or other agreed method.

6.2 Prices are as agreed at the time of order or in an accepted price list.

6.3 All prices must be clearly itemised and GST compliant.

7. Payment terms

7.1 The Supplier must issue a valid tax invoice.

7.2 Payment terms are 30 days from the date of invoice.

7.3 The Provider may withhold payment for disputed items until resolution.

8. Records and audit cooperation

8.1 The Supplier must retain records relating to supplied goods for a minimum of seven years.

8.2 The Supplier must provide reasonable documentation to the Provider if required for audit or compliance purposes, limited to goods supplied.

9. Confidentiality and privacy

9.1 The Supplier must keep confidential all personal, commercial, and sensitive information received from the Provider.

9.2 If the Supplier receives personal information relating to a Participant, it must comply with the Privacy Act 1988 and use the information only for the purpose of supplying goods.

10. Insurance

The Supplier must maintain appropriate insurance, including:

- public liability insurance
- product liability insurance

Evidence of insurance must be provided upon request.

11. Liability and indemnity

11.1 The Supplier is responsible for defects in goods supplied.

11.2 The Supplier indemnifies the Provider against loss, damage, or claims arising from:

- defective goods
- breach of this Agreement
- breach of consumer law

12. Term and termination

12.1 This Agreement commences on the date signed and continues until terminated.

12.2 Either party may terminate this Agreement with 30 days' written notice.

12.3 The Provider may terminate immediately if the Supplier acts in a way that may place the Provider in breach of its regulatory obligations.

13. Governing law

This Agreement is governed by the laws of NSW and QLD.



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14. Entire agreement

This Agreement constitutes the entire agreement between the parties relating to the supply of goods.

SIGNED for and on behalf of
Stable Home Care

(Print name)

(Stable Home Care's Representative
signature)

(Role)

SIGNED for and on behalf of

_____ **[Service Provider]**

(Print name)

(Service Provider's Representative
signature)

(Role)