

Contract to Provide Services

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CONTRACT TO PROVIDE SERVICES

BETWEEN: **The Corporation of The Synod of The Diocese of Brisbane** trading as Anglicare Southern Queensland ABN 39 906 010 979 of Level 15, 31 Duncan Street Fortitude Valley Q 4006 ("ASQ")

AND: The **Contractor** as detailed in Schedule 2 ("**Contractor**")

BACKGROUND

- A. ASQ is a not-for-profit Anglican Church organisation providing a range of care and support services to Queensland communities.
- B. ASQ wishes to engage the Contractor to provide services to its Clients in accordance with Schedule 3, and the Contractor has agreed to provide those Services to Clients in accordance with the terms and conditions of this Contract.
- C. The Contractor acknowledges having received and read the ASQ Contractor Handbook.

THE PARTIES AGREE as follows:

1. DEFINITIONS

In this Contract, unless the context otherwise requires, words and phrases have the meanings set out in Schedule 1.

2. TERM

- 2.1 This Contract commences on the Commencement Date and continues for the Term.
- 2.2 The Contractor acknowledges and agrees that its engagement under this Contract is on a non-exclusive basis and ASQ makes no warranty as to the volume of Services that the Contractor will be engaged to provide.

3. RESPONSIBILITIES AND WARRANTIES OF THE CONTRACTOR

- 3.1 The Contractor agrees to provide the Services to Clients at the days and times set out in Item 3 of Schedule 3.
- 3.2 The Contractor warrants and represents to ASQ on the Commencement Date and on each day of the Term that the Contractor:
 - (a) has an Australian Business Number and complies with the GST Law in relation to registration for GST purposes;
 - (b) is not bankrupt, insolvent or in the process of being wound up;
 - (c) is not entering into this Contract as trustee of any trust, unless expressly stated otherwise in the Contractor details in Schedule 2;
 - (d) is the holder of a licence under the LHL Act if it provides Labour Hire Services and will at all times comply with the LHL Act; and
 - (e) has the resources (including financial), skills, qualifications, certifications and experience to legally, properly and competently deliver the Services.

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3.3 The Contractor must at all times:

- (a) provide the Services:
 - (i) in a skilful and professional manner;
 - (ii) in compliance with all relevant laws (including the Quality of Care Principles if applicable), codes of conduct and ethics and any other applicable industry standards;
 - (iii) in compliance with any relevant Program terms, conditions or guidelines; and
 - (iv) in compliance with ASQ policies and procedures, copies of which have been provided to the Contractor in the Contractor Handbook or as otherwise advised to the Contractor from time to time;
- (b) ensure that its Personnel providing the Services are Australian citizens or, if not Australian citizens, hold a valid and current Work Visa;
- (c) follow all reasonable directions of ASQ;
- (d) use its best endeavours to ensure that no fraud occurs;
- (e) ensure that its conduct and that of its Personnel will not bring ASQ into disrepute or cause any nuisance or disruption to Clients;
- (f) as a duty holder under the WHS Law, so far as is reasonably practicable, consult, cooperate and coordinate activities, including the elimination or minimisation of risks to health and safety, with all other persons who have a work health or safety duty in relation to the same matter to ensure there are no gaps in the management of the safety matter;
- (g) comply with all other applicable obligations imposed on the Contractor by the WHS Law.

3.4 The Contractor will provide and maintain all equipment necessary and incidental to the provision of the Services (if such equipment is not available on site).

3.5 The Contractor will follow individualised care requirements detailed in Client Care/Service Plans including all reasonable directions and instructions of ASQ as to the scope and nature of the Services to be provided.

3.6 The Contractor will give ASQ such assistance and cooperation as ASQ reasonably requests, including:

- (a) participating in the evaluation of Service provision including permitting ASQ (or a relevant government funding body or their third party consultants) access to the Contractor's Personnel, premises, accounts, records, documents and papers that are relevant to the provision of the Services; and
- (b) providing reports and participating in quality reporting activities relevant to the Services; and
- (c) providing information and co-operating with ASQ regarding epidemic and pandemic preparedness, supplies of PPE and compliance with infection control; and
- (d) providing ASQ with all information and documents about the Contractor and its procurement lines to assist ASQ to comply with the *Modern Slavery Act 2018* (Cth).

3.7 The Contractor will, as soon as practicable, consult with ASQ on any matter arising which may materially affect performance of its obligations under this Contract.

3.8 The Contractor will ensure that the Contractor and its Personnel providing the Services:

- (a) obtain and maintain all qualifications, permits, registrations and licenses which are required to lawfully provide the Services;
- (b) have the qualifications/skills set out in Item 4 of Schedule 3;
- (c) comply with contracted Service delivery requirements as outlined in Schedule 3; and
- (d) are appropriately supervised and have knowledge of and comply with relevant workplace legislation, including but not limited to, the WHS Law.

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3A. Special Conditions

If there are any special conditions relating to this Contract they are set out in Item 7 of Schedule 3. If there is an inconsistency between a special condition and another provision of this Contract, the special condition prevails.

4. PERSONNEL AND CLEARANCE CERTIFICATIONS

- 4.1 The Contractor is responsible for the acts and omissions of its Personnel when they are providing the Services.
- 4.2 If the Services to be provided are aged care services, the Contractor/each of its Personnel must hold an Acceptable National Police Certificate that is not more than 3 years old.
- 4.3 The Contractor must either (at the option of ASQ):
 - (a) supply to ASQ:
 - (i) certified copies of current Acceptable National Police Certificates for all Personnel who may be engaged in providing the Services; and
 - (ii) certified copies of statutory declarations in the form prescribed under the *Statutory Declarations Act 1959* (Cth) given by those Personnel who have been citizens or permanent residents of a country other than Australia after turning 16 pursuant to which they declare that they have never, in Australia or another country, been convicted of a Precluded Offence; or
 - (b) supply to ASQ:
 - (i) a copy, on Contractor letterhead and signed by an authorised officer, of the Contractor's policy and procedure documents for the management of police certification ("**Certification System**"). The Certification System must set out the requirement for Personnel to hold an Acceptable National Police Certificate, the process for monitoring certification and the reporting mechanism for Notifiable Incidents; and
 - (ii) a copy of the register showing the names of all Personnel who may be engaged in providing the Services, their police certificate reference numbers, the expiry dates and whether those certificates show a clear criminal history or otherwise and whether statutory declarations as per clause 4.3(a)(ii) are held; and
 - (iii) details of any Notifiable Incidents which have occurred in respect of the Contractor and/or its Personnel within the previous 3 years, or if no such incidents have occurred, a statutory declaration from an authorised officer of the Contractor declaring that there have been no Notifiable Incidents during that 3 year period.

For the purposes of this clause, a "**Notifiable Incident**" means either that an incident has occurred which would affect the status of a police certification (e.g. a criminal conviction) or that an individual has been found to be working in breach of the requirement to hold a current Acceptable National Police Certificate.

- 4.4 If the Contractor supplies the information in clause 4.3(b), the Contractor warrants that the Contractor holds the originals or certified copies of the National Police Certificates and statutory declarations (in accordance with clause 4.3(a)(ii)) for all Personnel who may be engaged in providing the Services.
- 4.5 The Contractor agrees that ASQ has the right to audit the Certification System and will provide all necessary assistance to ASQ in respect of the audit.
- 4.6 If the Services to be provided are services to children, the Contractor will obtain and maintain for the Contractor/each of its Personnel a Positive Notice Blue Card for Child Related Employment or an Exemption Card. ASQ has a strict No Card, No Start policy in accordance with the law.
- 4.7 If the Services to be provided are services to people with a disability, the Contractor will obtain and maintain for the Contractor/each of its Personnel a Disability Services Queensland Positive Notice Card or Exemption Notice.
- 4.8 If the Services to be provided are services to people with a disability who are receiving supports from the National Disability Insurance Scheme, the Contractor will obtain and maintain for itself and its Personnel, the NDIS Worker Clearance.

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- 4.9 The particular clearance certifications required for the Services are set out in Item 4 of Schedule 3.
- 4.10 Personnel providing services in professions that are required to be registered under the *Health Practitioner Regulation National Law* or are otherwise capable of obtaining accreditation with an accreditation body must provide ASQ with evidence of current registration or accreditation (as the case may be) from the appropriate registration board or accreditation body. All registration or accreditation certificates that require periodic renewal must be supplied to ASQ before the expiry date of the current registration or accreditation.
- 4.11 The cost of obtaining and maintaining the required certifications, registrations or accreditations is the sole responsibility of the Contractor.
- 4.12 Upon execution of this Contract, the Contractor is required to provide the original or certified copy of all current certifications, registrations and/or accreditations for the Contractor and its Personnel to ASQ. When a Contractor engages new Personnel who will provide services to ASQ, the Contractor is required to provide the original or a certified copy of the certification, registration or accreditation for those new Personnel to ASQ prior to them providing any Services.
- 4.13 If the Contractor or one of its Personnel commits a criminal offence which would change the status of a clearance certification or has their registration or accreditation cancelled or suspended or conditions added, the Contractor must immediately advise ASQ.
- 4.14 The Services must not under any circumstances be provided by any person who has not obtained or maintained the required certifications, registrations or accreditations.
- 4.15 ASQ may at any time, acting reasonably, require the Contractor to remove any of its Personnel from delivering the Services.

5. PAYMENT OF FEES

- 5.1 In consideration of the Contractor providing the Services to its Clients, ASQ will arrange for payment of the Fees to the Contractor within 30 days of receipt of a correctly rendered Tax Invoice. All invoices for ASQ must be emailed to invoices@anglicaresq.org.au
- 5.2 An invoice is correctly rendered if it is addressed to ASQ, is in PDF format, is in accordance with the Purchase Order (if applicable), identifies the Purchase Order number and is a Tax Invoice under the GST Law.
- 5.3 The Contractor acknowledges and agrees that the hourly rate set out in Item 6 of Schedule 3 will not be increased during the first 12 months of the Term. On the 1st of July following the anniversary of the Commencement Date, the parties will negotiate in good faith an increase in the hourly rate.
- 5.4 Unless otherwise expressly stated in this Contract, all fees are inclusive of GST.
- 5.5 Where the Fees are expressly stated to be exclusive of GST, ASQ will arrange for the payment of the amount of the GST in addition to the hourly rate.

6. RESPONSIBILITIES OF ASQ

- 6.1 ASQ will:
- (a) provide the Contractor with all reasonable assistance to enable the Contractor to provide the Services;
 - (b) provide an adequate referral process including the provision of sufficient information to enable the Contractor to provide quality Services;
 - (c) communicate promptly any proposed change to the Services;
 - (d) validate and process payment of the Contractor's correctly rendered Tax Invoices within agreed payment terms to the nominated bank account;
 - (e) evaluate the Contractor's performance in line with service delivery requirements; and
 - (f) where applicable, ensure all required client documentation is completed including Care/Service Plans and consent forms.

7. RECORDS

- 7.1 The Contractor is required to securely retain complete and accurate original records which demonstrate the Contractor's performance of, and compliance with, this Contract.
- 7.2 The Contractor will keep records of all Services provided, including details of the people assisted, for a period of seven (7) years after the end of this Contract, and will provide access to ASQ upon request.
- 7.3 At any time up to seven (7) years after the end of this Contract, the Contractor is required to provide to ASQ upon request any documents which the Contractor is required to keep under this clause 7.

8. QUALITY MANAGEMENT

- 8.1 The Contractor will actively participate in quality management activities which support ASQ in meeting its accreditation requirements.
- 8.2 ASQ will monitor the Contractor's service delivery to ensure quality Services are provided for its Clients, and ASQ may:
 - (a) evaluate Service provision from time to time; and/or
 - (b) have external consultants conduct Client satisfaction surveys.

9. INDEMNITY

- 9.1 The Contractor indemnifies ASQ and its Personnel from and against any claim, demand, cost (including legal costs on a full indemnity basis), expense or proceeding ("**Loss**") which arises directly or indirectly out of the provision of the Services (including negligence) or breach of this Contract by the Contractor.
- 9.2 The obligation to indemnify in clause 9.1 is reduced proportionately by the extent that the Loss was caused or contributed to by the negligent or wilful act of ASQ or its Personnel.
- 9.3 The right to be indemnified under clause 9.1 is in addition to, and not exclusive of, any other right, power or remedy provided by law.
- 9.4 ASQ will be taken to be agent or trustee for and on behalf of its current or former Personnel for the purposes of exercising rights under this clause.

10. INSURANCE

- 10.1 The Contractor will effect and maintain the policies of insurance as specified in Item 5 of Schedule 3 and provide certificates of insurance to ASQ prior to providing any Services and at other times requested by ASQ.
- 10.2 If professional indemnity insurance is specified in Item 5 of Schedule 3, the Contractor must maintain that policy of insurance for a period of 6 years following the end of the Term.

11. CONFLICTS OF INTEREST AND GIFTS

- 11.1 The Contractor warrants that, to the best of its knowledge, at the date of signing this Contract neither it nor its Personnel have any actual, perceived or potential conflict of interest in relation to the Services ("**Conflict**").
- 11.2 If during the Term a Conflict arises or appears likely to arise, the Contractor must:
- (a) notify ASQ promptly in writing, making full disclosure of all relevant information relating to the Conflict; and
 - (b) take any steps ASQ reasonably requires to resolve or otherwise dealt with the Conflict.
- 11.3 If the Contractor fails to comply with clause 11.2, ASQ may take such steps as it considers appropriate to resolve or otherwise deal with the Conflict, which may include terminating this Contract.
- 11.4 The Contractor and its Personnel must not accept or receive any gift, benefit or advantage (whether monetary or otherwise) from or on behalf of a Client except with the prior written consent of ASQ. A breach of this clause 11.4 is a ground for immediate termination of this Contract.

12. NOTIFICATION OF INCIDENCES AND ISSUES

- 12.1 The Contractor is required to notify ASQ immediately in writing if a Serious Incident occurs as a result of or during the provision of the Services.
- 12.2 When the Contractor has made a notification to ASQ under clause 12.1, ASQ will inform the Contractor of any additional requirements of ASQ.

13. CONFIDENTIALITY

13.1 During and after the Term of this Contract, the Contractor must:

- (a) keep all Confidential Information belonging to ASQ secret and confidential;
- (b) comply with all measures established by ASQ to safeguard its Confidential Information from unauthorised use or disclosure;
- (c) not use or disclose any Confidential Information or make a copy or any other record of any Confidential Information except in the proper performance of the Services or as required by law; and
- (d) take all reasonable steps to ensure that its Personnel comply with this clause.

13.2 ASQ may require the Contractor to give, and arrange for its Personnel to give, written undertakings in a form required by ASQ, relating to the non-disclosure of Confidential Information.

13.3 Upon termination of this Contract, the Contractor must return to ASQ or destroy (at ASQ's option) all Confidential Information of ASQ.

14. PRIVACY

14.1 The Contractor acknowledges that it has been provided with a copy of the ASQ Privacy Policy.

14.2 The Contractor will, and will procure its Personnel to:

- (a) at all times comply with the ASQ Privacy Policy and the Privacy Act in the same way and to the same extent that ASQ would be bound by that Act if providing the Services itself;
- (b) use and disclose any Personal Information obtained in the course of performing this Contract, only for the purposes of this Contract;
- (c) notify ASQ immediately if the Contractor becomes aware of a breach or possible breach of this clause 14.

14.3 ASQ may require the Contractor to give, and arrange for its Personnel to give, written undertakings in a form required by ASQ relating to the non-disclosure of Personal Information.

14.4 The Contractor must not transfer or disclose Personal Information collected in the course of providing the Services outside of Australia.

15. NON-SOLICITATION

15.1 The Contractor will not during the Term and for the period of 12 months following the Term directly or indirectly:

- (a) entice or induce a Client to deal directly with the Contractor outside of the Client's relationship with ASQ; or
- (b) otherwise seek to interfere with the relationship between ASQ and the Client.

16. DISPUTE RESOLUTION

16.1 If a dispute arises in connection with this Contract the parties must comply with the procedure set out in this clause.

16.2 The party initiating the dispute must give written notice to the other party specifying the dispute and requiring its resolution under this clause ("**Dispute Notice**").

16.3 The parties have 14 days from the date of the Dispute Notice to try to resolve the dispute. If the dispute is not resolved within this period, the dispute must be referred to mediation.

16.4 If the parties cannot agree upon a mediator, the mediator will be the person appointed by the President of the Queensland Law Society or the President's nominee upon the request of a party to the dispute.

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- 16.5 The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.
- 16.6 If the dispute is not resolved within 30 days after the appointment of the mediator either party may commence court proceedings in relation to the dispute in any court of competent jurisdiction.
- 16.7 Despite anything in this clause 16, a party at any time may commence court proceedings seeking urgent interlocutory relief.

17. STATUS

- 17.1 The Contractor is an independent contractor.
- 17.2 The Contractor and its Personnel are not agents or employees of ASQ.
- 17.3 The Contractor is solely responsible for payment of all amounts related to the engagement of its Personnel, including wages, entitlements, superannuation, workers' compensation and taxes.

18. ASSIGNMENT AND SUBCONTRACTING

- 18.1 The Contractor will not assign the benefit of this Contract without the prior written consent of ASQ, which may be given or withheld in ASQ's absolute discretion.
- 18.2 Except with ASQ's prior written consent, the Contractor will not employ sub-contractors to discharge any of its obligations under this Contract. Where ASQ provides its written consent, the Contractor must enter into a contract with its sub-contractors on terms substantially similar to this Contract and provide a copy to ASQ upon request.

19. TERMINATION

- 19.1 This Contract may be terminated by either party at any time by giving one month's prior written notice to the other party.
- 19.2 If a party breaches any term of this Contract, the other party may give that party 14 days' written notice to remedy the breach. If the party fails to remedy the breach within the 14 day period, the other party may immediately terminate this Contract.
- 19.3 Subject to the law, this Contract may be terminated immediately by one party if an Insolvency Event occurs with respect to the other party.
- 19.4 Upon termination of this Contract, ASQ will only be liable for payments for Services rendered by the Contractor before the effective date of termination. The Contractor will not be entitled to any other compensation.

20. INTELLECTUAL PROPERTY

- 20.1 ASQ retains ownership in the Care/Service Plan and in any Material provided by ASQ to the Contractor for the purposes of this Contract.
- 20.2 The Contractor acknowledges and agrees that ASQ is the owner of all Intellectual Property in Material created by the Contractor as a result of the performance of the Services under this Contract ("**Contract IP**") and that ASQ may modify or improve the Contract IP as it sees fit.
- 20.3 The Contractor warrants that the delivery of the Services under this Contract will not infringe the Intellectual Property rights of any person.

21. VARIATION

This Contract can only be varied in writing by agreement between the parties.

22. SURVIVAL

Clauses 7, 8, 9, 10, 13, 14, 15, 16, 20 and 22 and any other clauses in this Contract that expressly or by their nature, shall survive termination or expiry of this Contract.

23. SEVERANCE

The terms of this Contract are severable. If any term or provision is declared invalid or unenforceable, it shall be severed from this Contract and shall not affect the interpretation or operation of the remaining terms or provisions, which shall remain in full force and effect.

24. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements, contracts and understandings whether verbal or in writing.

25. GOVERNING LAW

This Contract will be governed by and construed in accordance with the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

26. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

27. ELECTRONIC TRANSMISSION

A facsimile copy and/or electronically transmitted copy of a signature on this Contract shall be acceptable as and deemed to be an original signature.

SCHEDULE 1

DEFINITIONS

Acceptable National Police Certificate means a National Police Certificate that is not more than 3 years old at the time a person is providing a Service that records that the person has never been convicted of a Precluded Offence;

Care/Service Plan means a document developed by ASQ in consultation with a Client that outlines a Client's care needs and the types of services the Client will receive to meet those needs;

Client means a person for whom ASQ is purchasing Services pursuant to a Program or otherwise at the request of that person;

Commencement Date means the date set out in Item 1 of Schedule 3;

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is communicated to the Contractor as being confidential; or
- (c) the Contractor knows or ought to know is confidential,

and includes any information concerning a Client, their Care/Service Plan or any Intellectual Property of ASQ, but excludes information that:

- (d) is required by law to be disclosed;
- (e) is in the public domain other than as a result of breach of this Contract;
- (f) becomes available to the Contractor from a third party lawfully in possession of such information and who has the lawful power to disclose such information; or
- (g) was acquired by the Contractor before receiving such information from ASQ;

Contract means this document including the schedules and annexures thereto;

Fees means the fees calculated on an hourly basis in accordance with Item 6 of Schedule 3;

GST has the same meaning as in the GST Law;

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and all regulations under that Act.

Insolvency Event means:

- (a) A trustee in bankruptcy, a liquidator, receiver or administrator is appointed over any of the property or undertaking of the party;
- (b) The party is or becomes unable to pay its debts when they are due; or
- (c) An application or order is made for the bankruptcy or liquidation of the party or a resolution for the liquidation of the party, other than for the purposes of an amalgamation or reconstruction;

Intellectual Property means all copyright, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layout rights, know-how and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field;

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Labour Hire Services has the same meaning as in the LHL Act;

LHL Act means the *Labour Hire Licensing Act 2017* (Qld);

Material means documents, records, software (including source code and object code), goods, images, information and data stored by any means including all copies and extracts of the same;

National Police Certificate means a report prepared by the Australian Federal Police, a State or Territory police service or an Australian Criminal Intelligence Commission accredited organisation about a person's criminal history;

Personal Information has the same meaning as in the Privacy Act;

Personnel means a director, officer, employee, sub-contractor or agent of a party;

Precluded Offence means a conviction for murder or sexual assault or a conviction of, and sentence to imprisonment for, any other form of assault;

Privacy Act means the *Privacy Act 1988* (Cth);

Program means a program funded by a Commonwealth or State government. If a Program is relevant to this Contract it is set out in Item 3 of Schedule 3;

Quality of Care Principles means the *Quality of Care Principles 2014* as made under the *Aged Care Act 1997* (Cth) or any replacement thereof;

Serious Incident means:

- (a) the unexpected death of any person;
- (b) a serious injury to any person;
- (c) an allegation of misconduct made by any person in relation to the Contractor or its Personnel; or
- (d) A fire, natural disaster, accident or other incident that will or is likely to:
 - (i) prevent the delivery of all or part of the Services;
 - (ii) result in the closure of premises, or significant damage to premises or property; or
 - (iii) pose a significant threat to the health and safety of any person.

Services means the services set out in Item 3 of Schedule 3;

Tax Invoice has the same meaning as in GST Law;

Term means the period specified in Item 2 of Schedule 3, unless the Contract is terminated earlier in accordance with clause 19; and

WHS Law means the *Work Health and Safety Act 2011* (Qld) and the *Work Health and Safety Regulation 2011* (Qld).

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SCHEDULE 2

CONTRACTOR DETAILS

Full legal name of Contractor	QUEENSLAND MEALS ON WHEELS LTD
Legal identity e.g. company, partnership, individual	Company
Trading or business name	MEALS ON WHEELS QUEENSLAND
ABN	63104919974
ACN	No ACN
GST registered	Yes
Address	unit 16/27 South Pine Road, Brendale, 4500
Authorised contact person (name and position)	Lea Readdy
Telephone numbers	0732055588
Email	lea.readdy@qmow.org

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SCHEDULE 3

Item 1 Commencement Date:	24 th March 2025
Item 2 Term:	36 Months
Item 3 Description of Services to be provided:	<ul style="list-style-type: none"> • Delivered Meals <p>The Services will be provided under the following programs:</p> <ul style="list-style-type: none"> • HCP <p>The Services will be provided in the following settings and locations:</p> <ul style="list-style-type: none"> • In Home (delivered Meals) <p>Time, Date, Frequency: As required</p>
Item 4 List Qualifications/Skills and Criminal History Check and other Clearance Certification Information for Personnel Required for Service Delivery:	National Police Checks – Every Three Years
Item 5 Insurance: Public liability: \$10 million required Professional Indemnity: \$10 million required Accident Insurance as required by WorkCover Queensland under Workers Compensation and Rehabilitation Act 2003 (if applicable) <u>(other than for sole traders)</u>	Public Liability Expiry Date 31/03/25 Workcover Expiry – 30/06/25
Item 6 Financial: Schedule of Fees: (please attach as a separate document OR include your details here) Hourly Rate (Inclusive of GST): (“Hourly rate” should be inclusive of the – Supply of all plant, tools of trade, equipment and labour, transport and travel time, overheads and on-costs) Call out Fee (if applicable): Incremental Rate (if applicable): (If additional space is required please include an attachment) Invoice Schedule:	Current Meals Prices: https://www.qmow.org/services These do increase from time to time – Contractor will inform us on price rises Payment is made within 14 days following presentation of correctly rendered invoice. Invoices should be forwarded to invoices@anglicaresq.org.au

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Item 7 Special Conditions:	
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KPI's

KPIs	Definition	Target	Formula
Delivery Timeliness	Percentage of deliveries or services provided on or before the agreed delivery date	95% of deliveries on time.	$(\text{Number of On-time Deliveries} / \text{Total Deliveries}) \times 100$
Quality of Goods/Services	Number of goods or services that meet the quality standards specified in the contract	Less than 2% defective rate	$(\text{Number of Defective Products or Services} / \text{Total Products or Services Delivered}) \times 100$
Cost Adherence	Adherence to the budgeted or contractually agreed cost for goods and services	No more than 3% variance from the budget	$(\text{Actual Cost} / \text{Budgeted Cost}) \times 100$
Supplier Responsiveness	Average response time from the supplier when resolving queries or issues	Response within 24 hours for 90% of queries	$(\text{Number of Responses within Target Time} / \text{Total Queries}) \times 100$
Customer Satisfaction	Satisfaction of internal or external customers with the goods or services received	85% customer satisfaction	$(\text{Number of Satisfied Customers} / \text{Total Survey Responses}) \times 100$
Compliance with Contract Terms	How well the goods and services adhere to the terms and conditions stipulated in the contract	100% compliance with contract terms	$(\text{Number of Compliant Deliveries} / \text{Total Deliveries}) \times 100$
Invoice Accuracy	Percentage of invoices that are correct and match the agreed pricing and delivery terms	99% accurate invoices	$(\text{Number of Correct Invoices} / \text{Total Invoices}) \times 100$

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EXECUTION

Executed as an agreement

EXECUTED by **THE CORPORATION OF THE SYNOD OF THE DIOCESE OF BRISBANE trading as ANGLICARE SOUTHERN QUEENSLAND ABN 39 906 010 979** by its authorised representative

) _____
) Signature of authorised representative
) _____
) Name of authorised representative


Chief Operations Officer
 Position of authorised representative

Date:

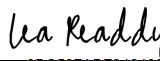
If the Contractor is a corporation:

EXECUTED by the **CONTRACTOR ABN**
 In accordance with section 127 *Corporations Act 2001* (Cth)

Date: 24/3/2025

Signed by:
) 
) _____
) Signature of authorised representative
) Evan Hill
) _____
) Name of authorised representative

Date: 24/3/2025

DocuSigned by:
) 
) _____
) Signature of witness
) Lea Readdy
) _____
) Name of witness

If the Contractor is an individual:

SIGNED by the **CONTRACTOR**

Date:

) _____
) Signature of Contractor
) _____
) Name of Contractor