

Service Agreement

This Agreement sets out the basis upon which the Service Provider is to provide Support Services to Clients of BodeWell Community Care (BWCC) under their Home Care Package.

Parties																	
BodeWell	Name	BodeWell Pty Ltd ACN 005 259 361 (as trustee for the ARC Unit Trust) ABN 96 443 678 906															
	Contact details																
	Address	Suite G.03, 999 Nepean Highway, Moorabbin VIC 3189															
	Contact Person	Leanne Oberin															
	Phone Number	0418 932 782															
	Email	provider@bodewellcommunitycare.com.au															
Service Provider	Name	Queensland Meals on Wheels Ltd															
	ACN/ABN	63104919974															
	Address	16/27 South Pine Road Brendale Q 4500															
	Contact Person (Contract Management/ Compliance)	Name	Evan Hill														
		Title	CEO														
		Phone	0732055588														
		Email	Evan.hill@qmow.org														
	Contact Person (Service Provision)	Name	Dependant on service delivery area														
		Title															
		Phone															
		Email															
	Details																
Item 1	Support Services	<p>Agree to provide Support Services to clients as specified below or as otherwise requested and agreed to in writing by BodeWell.</p> <table border="1"> <tbody> <tr> <td><input type="checkbox"/> Physiotherapy</td> <td><input checked="" type="checkbox"/> Meal delivery</td> </tr> <tr> <td><input type="checkbox"/> Podiatry</td> <td><input type="checkbox"/> Client Aids or Equipment</td> </tr> <tr> <td><input type="checkbox"/> Occupational therapy</td> <td><input type="checkbox"/> Personal /Medical alarm</td> </tr> <tr> <td><input type="checkbox"/> Nursing</td> <td><input type="checkbox"/> Gardening (Lawn mowing)</td> </tr> <tr> <td><input type="checkbox"/> Other Allied Health Services (specify)</td> <td><input type="checkbox"/> Home maintenance (specify)</td> </tr> <tr> <td colspan="2"></td> </tr> <tr> <td colspan="2"></td> </tr> </tbody> </table> <p><input checked="" type="checkbox"/> Other specify</p> <p>.....</p> <p>.....</p>		<input type="checkbox"/> Physiotherapy	<input checked="" type="checkbox"/> Meal delivery	<input type="checkbox"/> Podiatry	<input type="checkbox"/> Client Aids or Equipment	<input type="checkbox"/> Occupational therapy	<input type="checkbox"/> Personal /Medical alarm	<input type="checkbox"/> Nursing	<input type="checkbox"/> Gardening (Lawn mowing)	<input type="checkbox"/> Other Allied Health Services (specify)	<input type="checkbox"/> Home maintenance (specify)				
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Item 2	Service Area - Location/s	Specify State/ region/ areas/ suburb(s) service can/ will be provided <input type="checkbox"/> VIC <input checked="" type="checkbox"/> QLD 	
Item 3	Service Charge	<input type="checkbox"/> Current Price List or Schedule of Fees (<i>to be submitted with this agreement</i>) Or <input checked="" type="checkbox"/> As per agreed quote - to be submitted in writing (<i>via email</i>) and approved by the Care Consultant prior to work / services commencing.	
Item 4	Service Charge Increase	A minimum of 30 days' notice is required prior to any service charge price increase, this is limited to one increase per financial year. Notice of any service charge increase is to be submitted to provider@bodewellcommunitycare.com.au	
Item 5	Maximum Hours	Care Consultant will detail maximum hours of Support Services per Client per week, in the service request. If this maximum is to be exceeded in any way, it will require approval in advance by the Care Consultant.	
Item 6	Payment Cycle	Weekly individualised Tax Invoice detailing the Support Services provided to each BodeWell Client. To be emailed to the email address in item 7.	
Item 7	Payment Terms	Payments to be made by BodeWell under this Agreement will be made within 30 days of receipt of a complying invoice. Invoices are to be submitted to Victoria: hcinvoices.vic@bodewellcommunitycare.com.au Queensland: hcinvoices.qld@bodewellcommunitycare.com.au	
Item 8	Term	Commencement Date	/ /
		Expiry Date	Upon 30 days notice, subject to any extension or any earlier date on which this Agreement is terminated.
Item 9	Service Provider's Specified Personnel	The Service Provider must ensure the following people (<i>or any agreed replacement(s)</i>) provide or oversee the provision of the Support Services: Service Coordinator for each Member Service	
Item 10	Required Insurance and Minimum Values	Professional Indemnity	\$10 million
		Public Liability	\$50 million
		Medical Liability	Not required on the Commencement Date
		Product Liability	\$50 million
		Cyber Liability	Not required on the Commencement Date
		Workers' Compensation	As stipulated by applicable laws.

Item 11	Jurisdiction for Disputes	Queensland
Item 12	Special Conditions	The general terms and conditions of this Agreement are read subject to the following special conditions (if any):
Item 13	Date of Agreement	/ /

Execution

Executed by the parties to this Agreement on the terms of these particulars and the attached terms and conditions and schedules.

Executed by Evan Hill by being signed by an authorised person/s:

EVAN HILL

Name

CEO

Position

[Signature]

Signature

7/9/21

Date

Executed by BodeWell Pty Ltd (*as trustee for the ARC Unit Trust*) by being signed by an authorised person:

Name

Position

Signature

Date

Executed by Naomi Jackett by being signed by an authorised person/s:

Naomi Jackett

Name

Management Accountant

Position

[Signature]

Signature

7/9/21

Date

Executed by BodeWell Pty Ltd in the presence of:

Name

Position

Signature

Date

TERMS AND CONDITIONS

1 TERM

This Agreement will operate as between the Parties for the Term, provided that continuing obligations survive termination and may be enforced at any time.

2 RENEWAL

- (a) The Parties may agree to renew this Agreement on the same or different terms and conditions, for a further period of up to 3 years, failing which, subject to clause 2(b) this Agreement will end on the Expiry Date.
- (b) If the Service Provider continues to provide the Support Services after the Expiry Date with BWCC's consent, then the Service Provider provides the Support Services from that date on a monthly basis.

3 NATURE OF RELATIONSHIP

The Parties expressly acknowledge and agree that:

- (a) no relationship of employment, trust, partnership or agency is created between BWCC and the Service Provider; and
- (b) the Service Provider stands as an independent contractor for the supply of the Support Services to BWCC.

4 PROVISION OF SUPPORT SERVICES

4.1 **Support Services to be provided**

If and when requested by BWCC, the Service Provider must provide the Support Services to directed Clients within the Service Area:

- (a) under the direction and control of the Specified Personnel;
- (b) in accordance with all applicable laws (including associated principles, guidelines and policies) and BWCC's reasonable directions;
- (c) in accordance with the Support Plan and Service Standards;
- (d) in accordance with the KPIs and any applicable improvement or remedial action plan; and
- (e) otherwise in a professional and competent manner, which does not cause BWCC to breach of any of its legal obligations, including obligations to Clients.

4.2 **Service Request process and Maximum Hours limit**

- (a) Required Support Services will be outlined in a Service Request from BWCC, which may include (without limitation):
 - (i) the details of the Client(s) to whom the Support Services are to be provided;
 - (ii) the Care Consultant for each Client;
 - (iii) the type, level and duration of Services required and tasks to be undertaken and any other care co-ordination requirements; and
 - (iv) the applicable Support Plan.
- (b) Unless additional time in excess of the Maximum Hours is expressly authorised by BWCC or allowed in the event of an emergency, the Service Provider must not provide and will not be entitled to payment for Support Services in excess of the Maximum Hours.

4.3 **Changes to Support Services**

- (a) BWCC may cancel requested Support Services at any time by notice in writing to the Service Provider. In addition, all or part of the Support Services may be suspended by BWCC or a Client.

4.4 **Access to Client's homes**

BWCC may provide an orientation program or briefing concerning access to a Client's home which may include policies and procedures that affect how the Service Providers provides the Support Services, such as:

- (a) identification requirements;
- (b) limits on unsupervised access to Clients;
- (c) occupational or workplace health and safety policies; and
- (d) fire and emergency procedures.

The Service Provider must comply with the notified requirements, including developing and implementing required policies and procedures and requiring Personnel to complete any orientation prescribed by BWCC.

4.5 **Additional Service Areas**

BWCC may, from time to time, vary the Service Area by way of written notice to the Service Provider.

4.6 No Exclusivity or Guaranteed Volume

BWCC is not required to procure the Support Services from the Service Provider on an exclusive basis or any particular volume of the Support Services.

5 COMMUNICATION OF SERVICE ISSUES, EMERGENCIES AND CONCERNS

- (a) The Service Provider must promptly notify the Care Consultant or the Emergency Contact (if between 5:00pm to 9:00am Monday to Friday or on a Saturday, Sunday or public holiday) by telephone within 2 hours, with subsequent written confirmation within the next weekday or working day of:
- (i) a Client being absent during a prescribed attendance, a Client refusing or being reluctant to accept or receive Support Services or any other reason why the Service Provider cannot access a relevant site to provide Support Services;
 - (ii) any change in a Client's health or care needs or physical environment;
 - (iii) an emergency situation with a Client warranting third party assistance or intervention;
 - (iv) any accident, injury or near misses involving Clients or Personnel;
 - (v) any damage or destruction to the homes, rooms and living quarters of a Client and surrounding areas, caused or contributed to by the acts or omissions of Personnel (excluding fair wear and tear);
 - (vi) Personnel forming a reasonable belief that a Client has been or is at risk of being neglected or abused or holding significant concerns for the wellbeing of a Client for any other reason; and
 - (vii) material complaints made by Clients or third parties in connection with the conduct or the provision of the Support Services.
- (b) If the assessment of an emergency is reasonable and appropriate and BWCC cannot be contacted to authorise additional time, the Service Provider may provide minimal extra Support Services in response to the emergency until such time as BWCC can be contacted or the emergency has been addressed. Payments for permitted extra Support Services will apply to the additional amount of time spent (in 0.5 hour increments), at the standard hourly rate.

6 PERSONNEL

6.1 Engagement of Sufficient and Suitable Personnel

The Service Provider warrants that:

- (a) it is capable of supplying, and will supply, the requisite number of Personnel as the primary means of providing the Support Services;
- (b) all Personnel are competent, properly qualified, hold and will maintain any required permits, licences, registrations or authorisations, will act within their scope of practice and have the necessary skills and experience required to carry out the Support Services in accordance with the requirements of this Agreement, including:
- (i) in the case of allied health or nursing Personnel, registration with the Australian Health Practitioner Regulation Agency; and
- (c) all Personnel who could reasonably be expected to have unsupervised access to a Client, will:
- (i) be subject to and cleared any applicable suitability assessment, safety screening and background check, including a security and national (and, where applicable, international) police background check within the three years prior to the Personnel being made available or any other period notified by BWCC;
 - (ii) have provided any statutory declaration concerning international offences required under the Service Standards or prescribed by BWCC, and
 - (iii) all Personnel hold and will maintain any clearances and assessments for suitability that may be required at law in order for such Personnel to supply the Support Services during the Term; and
- (d) any checklist, confidentiality and privacy undertaking, certification of references and interview requirements concerning Personnel and any other documentation prescribed by law has been completed or verified.

6.2 Driver's Licence

- (a) If the provision of the Support Services involves the transportation of Clients, the Service Provider must implement prudent and appropriate policies and procedures to ensure that:

- (i) each driver holds a current driver's licence and is fit to drive (including but not limited to being free from the effects of drugs and alcohol);
 - (ii) each driver complies with any restrictions on their driver's licence and applicable road and traffic laws; and
 - (iii) each vehicle is registered, in a road worthy state and condition and covered by comprehensive motor vehicle insurance including insurance covering risk of property damage to third parties.
- (b) The Service Provider must ensure that no Client is transported by Personnel who have previously had a driver's licence revoked or who are subject of proceedings or been charged with an offence that could lead to a revocation of their driver's licence.

6.3 Exclusion of Personnel

- (a) The Service Provider must ensure that none of the Personnel attending Clients has been convicted of:
- (i) theft, fraud, murder, sexual assault or any dishonesty offences or convicted and imprisoned for any other form of assault (in any country); or
 - (ii) any offence concerning modern slavery or human trafficking.
- (b) Irrespective of whether the Service Provider is of the view Personnel meet the requirements of this Agreement, BWCC may direct and require the Service Provider to immediately exclude specified Personnel from attending Clients, whether on a temporary or permanent basis, without being required to give any reason for doing so.

6.4 Changes to Specified Personnel

The Service Provider may only replace Specified Personnel with a person approved by BWCC in advance.

7 INFECTION CONTROL

- (a) The Service Provider must:
- (i) ensure that Personnel with an infectious illness do not attend Clients; and
 - (ii) comply with all applicable laws and directives regarding immunisations and infection control procedures.
- (b) Without limiting the Service Provider's obligations under clause 7(a), the Service Provider must implement appropriate and prudent policies and procedures in relation to infection control, including (without limitation) procedures concerning the use of protective equipment.
- (c) The Service Provider must promptly notify BWCC in writing of any of breaches of applicable immunisation or infection control laws or directives or the Service Provider's related policies and procedures or any third party investigation into the Service Provider's compliance with or concerning those laws, directives or policies and procedures.
- (d) At BWCC's request, the Service Provider must provide BWCC with (and obtain all necessary authorisations for that purpose) any information reasonably required by BWCC regarding the immunisation of Personnel, including particulars of Personnel not immunised and/or the state and health and/or infection risk of Personnel.

8 BUSINESS CONTINUITY

The Service Provider must develop and implement an appropriate business continuity plan in relation to the Support Services and at BWCC's request, provide BWCC with a copy of the Service Provider's then current plan and details of actions taken in relation to that plan and review that plan.

9 OCCUPATIONAL HEALTH AND SAFETY

9.1 Necessary Precautions

The Service Provider must itself, and must ensure that Personnel and any sub-contractor, at all times identify and take all necessary precautions for the health and safety of all persons who may be affected by the performance of the Support Services (to the extent within their direct control).

9.2 Hazard Assessment

- (a) BWCC makes no warranties or covenants as to the safety or fitness of sites to be entered in connection with the Support Services and on entering sites the Service Provider and all Personnel must make their own assessment and exercise their own judgement.
- (b) If BWCC provides the Service Provider with a risk assessment, the Service Provider is not relieved of any requirement to prepare a safe work method statement (at law or at the request of BWCC) and must assess the veracity and currency of that assessment, so as to meet the Service Provider's obligations under occupational or workplace health and safety laws, regulations and codes of practice.

9.3 Notice of Incidents and Injuries

- (a) The Service Provider must immediately notify BWCC in writing of all incidents, injuries or risks to health and safety affecting or likely to affect any person at a site relevant to the Support Services.

- (b) If the Service Provider is required by any applicable occupational or workplace health and safety law to give any notice of an accident occurring during the performance of the Support Services, the Service Provider must, at the same time, or as soon thereafter as is possible in the circumstances, give a copy of the notice to BWCC (subject to any obligation of confidence, in which case, confidential information may be redacted from the report provided to BWCC).

10 CLIENT FEEDBACK AND COMPLAINTS

10.1 Handling of Complaints

- (a) The Service Provider must ensure Clients are encouraged and supported to provide feedback and make complaints in connection with the Support Services.
- (b) The Service Provider must implement a feedback and grievance procedure acceptable to BWCC and deal with Client feedback fairly, promptly, confidentially, without retribution, to improve the quality of the Support Services.

10.2 Reporting and Assisting with Complaints

The Service Provider must report any Client complaint to BWCC and provide BWCC with any information or assistance BWCC reasonably requires in connection with the complaint.

11 INSURANCE

11.1 Obligation to insure

The Service Provider is responsible for obtaining and maintaining:

- (a) the insurance policies set out in Item 10, for no less than the stated amounts, per event; and
- (b) any other mandatory insurance prescribed for the Service Provider to be licenced or registered to provide the Support Services.

11.2 Policy requirements

- (a) Each of the policies referred to in clause 11.1 must be with an insurer and on terms acceptable to BWCC (acting reasonably).
- (b) The Service Provider must provide certificates of currency to BWCC upon request as evidence of the insurances held.

12 INDEMNITY

The Service Provider must indemnify, keep indemnified and hold harmless BWCC against any Claim or Liability suffered or incurred by BWCC in respect of:

- (a) any injury or death of the Personnel or any injury or death of or to another person caused or to the extent contributed to by the Service Provider or any person the Service Provider is responsible for (including Personnel and sub-contractors) in connection with the delivery of the Support Services;
- (b) employees or agents of the Service Provider, or any employees or agents of any sub-contractor to the Service Provider, being deemed to be BWCC's employees or workers;
- (c) the Service Provider causing loss of or damage to property in connection with the delivery of the Support Services;
- (d) the Service Provider failing to comply with this Agreement or applicable laws,

except to the extent that such Claim or Liability is contributed to by any negligent or illegal act or omission of BWCC.

13 INTELLECTUAL PROPERTY

13.1 No Assignment by BWCC

The BWCC Information remains the property of BWCC at all times.

13.2 No Use of BWCC Marks

The Service Provider must not and must ensure that its Personnel do not, use the trademarks and logos of BWCC except with the prior written consent of BWCC.

13.3 Created Intellectual Property Vests in BWCC

All intellectual property rights in material and systems and processes developed by or for BWCC in connection with this Agreement exclusively vest in and are owned by BWCC.

14 REPORTS

14.1 Mandatory Reporting and Notice of Adverse Events

The Service Provider must immediately notify BWCC of:

- (a) any notification or report to a government agency under any applicable law concerning the Support Services or Personnel;
- (b) any Personnel providing or who have provided Support Services being the subject of a safety, suitability or exclusion notification or under investigation pursuant to any applicable law; and
- (c) adverse findings against the Service Provider or Personnel which could reasonably be expected to tarnish, harm or diminish community confidence in BWCC or the Support Services,

and provide BWCC with a report (in a form and manner as directed by BWCC) on the outcome of notification or investigation and the actions the Service Provider intends to or must take in respect of the notification or investigation.

14.2 Request for Additional Reports

The Service Provider must provide BWCC with such Reports in such format as may be reasonably requested by BWCC from time to time.

15 CONFIDENTIALITY AND PRIVACY

15.1 Confidentiality

Neither Party may disclose any Confidential Information of the other Party, the provisions of this Agreement or of any other document created pursuant to or as a result of this Agreement to any person except:

- (a) with the prior consent of the other Party; or
- (b) to its officers, personnel and professional advisers who have a need to know.

15.2 Compliance with Privacy Laws

The Service Provider must:

- (a) comply with the Privacy Laws with respect to Personal Information the Service Provider has access under this Agreement or which BWCC discloses or transfers to the Service Provider under this Agreement; and
- (b) ensure that Personal Information is kept separate and segregated from any data or information of the Service Provider, or of the Service Provider's other clients or customers, and securely stored in the Australia or any other jurisdiction expressly approved by BWCC in writing, so as prevent misuse or unauthorised access, use or disclosure.

15.3 Return of Information on Termination

As soon as reasonably possible following the termination or expiry of this Agreement or upon written request from BWCC, the Service Provider must (as directed by BWCC):

- (a) return to BWCC all copies of BWCC's Information and any Personal Information provided to the Service Provider in connection with this Agreement, within the possession or control of the Service Provider; and/or
- (b) destroy or de-identify such BWCC Information and/or Personal Information in accordance with BWCC's direction (with the data destruction and/or amendments to be evidenced to BWCC's reasonable satisfaction).

15.4 Informing BWCC of Data Breaches

The Service Provider must immediately report to BWCC, in writing, the details and circumstances of any actual or suspected data breach relating to any BWCC Information or Personal Information obtained or received by the Service Provider in connection this Agreement.

15.5 Mandatory Third Party Data Breach Notifications

- (a) The Service Provider must not take steps to report a data breach under the Privacy Laws to the affected individuals or to any relevant government agency concerning Personal Information received in connection with this Agreement, unless and until:
 - (i) the mandatory reporting obligation has been notified to BWCC in writing; and
 - (iv) BWCC notifies the Service Provider that BWCC will not be responsible for the notification of the data breach to affected individuals and the relevant government agency.
- (b) The Service Provider must provide all necessary assistance to BWCC in the event BWCC reports the data breach. If the Service Provider reports the data breach, the Service Provider must promptly provide BWCC with a copy of any notices issued to affected individuals and the relevant government agency (subject to any obligation of confidence, in which case, information may be extracted from the notice provided to BWCC).

16 ANTI-SLAVERY AND EXPLOITATION

16.1 Compliance with Anti-Slavery Laws

The Service Provider must comply with BWCC's modern slavery policy (as notified from time to time) and do all things necessary to allow the BWCC to comply with the Anti-Slavery Laws, including undertaking assessments of the Service Provider's supply chains and providing Reports to BWCC on the Service Provider's supply chains and the outcomes of those assessments, in a form and manner required by BWCC.

16.2 Reporting Suspected Breaches and Investigations

The Service Provider must promptly notify BWCC in writing of:

- (a) a breach or suspected breach of BWCC's modern slavery policy by the Service Provider; and
- (b) any modern slavery or human trafficking investigation or findings concerning the Service Provider or a supply chain concerning this Agreement.

17 COMPLIANCE CERTIFICATION AND AUDITS

17.1 Audit

- (a) BWCC may on reasonable written notice to the Service Provider, directly or through an independent third party review or audit the books and records of the Service Provider for the purposes of verifying and reporting on the Service Provider's compliance with its representations and warranties under this Agreement.
- (b) If the audit identifies non-compliance, the Service Provider must promptly pay or reimburse the Liabilities incurred or payable by BWCC in connection with the audit.

17.2 Compliance Certification

If requested by BWCC to do so, the Service Provider must certify in writing its compliance with this Agreement in a form and manner directed by BWCC.

18 PAYMENT

18.1 Service Charge and Reimbursable Expenses

- (a) The Service Charge payable by BWCC for the Support Services is fixed for the Term, unless a Service Charge Increase applies or BWCC agrees to a revised Service Charge in writing.
- (b) Unless the Service Charge expressly includes reimbursable expenses, the Service Provider is not entitled to claim expenses from BWCC.
- (c) If the Service Provider is entitled to a reimbursable expense, authorised expenses incurred by the Service Provider during the Term will be paid or reimbursed, less any credit claimed or claimable by the Service Provider in respect of the reimbursable expense, subject to the Service Provider evidencing the reimbursable expense incurred to BWCC's satisfaction and all other requirements for payment being met.

18.2 Invoices

The Service Provider must submit an invoice for each Client to BWCC in accordance with the Payment Cycle, on or before the last business day of the Payment Cycle. The invoices must meet the requirements of a valid tax invoice for the purposes of the GST Act and must clearly set out:

- (a) the name of the Client;
- (b) the date and nature of the Support Service provided to the Client;
- (c) the quantity provided and the unit cost per item together with any out of pocket expenses that are reimbursable in accordance with the Service Charges;
- (d) the amount payable for the provision of the Support Services; and
- (e) any GST payable in relation to the Support Services, which must be separately identified.

18.3 Payment

- (a) BWCC will make payment on correctly rendered invoices received from the Service Provider in accordance with the Payment Terms, for Support Services provided, unless:
 - (i) the Support Services to which the invoice relates were not, in BWCC's opinion, provided in accordance with this Agreement;
 - (ii) BWCC questions or disputes any amount stated in an invoice by reason of any other non-compliance with the requirements of this Agreement; or
 - (iii) BWCC is entitled to make deductions from the amounts payable to the Service Provider under this Agreement.

- (b) Where an invoice is disputed by BWCC, BWCC will pay the amount which isn't disputed, pending the Service Provider remedying any notified non-compliance to BWCC's satisfaction (to the extent it can be remedied).
- (c) BWCC may make payments by electronic funds transfer or by any other means as may be agreed between the Parties. The Service Provider must give BWCC all necessary information to effect payment by the agreed method from time to time.
- (d) Payment of an invoice will not be taken as acceptance of the Support Services to which the invoice relates, or as an acknowledgement by BWCC that Support Services have been properly provided in accordance with this Agreement.

18.4 Client Absences

If the Service Provider is able to evidence a prescribed attendance, the unavailability of a Client at the nominated time, and notice of the absence having been given to BWCC in accordance with this Agreement, the Service Provider will be entitled to invoice the applicable minimum fee for the attendance unless BWCC notified the Service Provider of a cancellation prior to the attendance.

18.5 Failure to Provide Tax Invoice

If the Service Provider does not provide BWCC with a tax invoice within 60 days of the end of the calendar month in which the Support Services were provided, the Service Provider will not be entitled to payment for the Support Services specified in the relevant tax invoice or claimable for the relevant period.

18.6 Overpayment and set-off

- (a) If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Service Provider.
- (b) BWCC may deduct or set off from payments to the Service Provider any amount the Service Provider owes BWCC, any amounts that BWCC pays on the Service Provider's behalf or any amount which relates to a Claim for money which BWCC may have against the Service Provider, whether for damages or otherwise.

19 GST

19.1 Amounts GST exclusive

Any sum payable or consideration to be provided under this Agreement does not include any amount on account of GST, unless it is specifically stated to be GST inclusive.

19.2 Payment of GST

If a supply under this Agreement is subject to GST, it must be separately itemised on the applicable invoice and paid to the Service Provider at the same time as payment for the supply occurs.

19.3 Reimbursement

If a Party is entitled to reimbursement or indemnified under this Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which that party is entitled to any input tax credit.

20 SERVICE OF NOTICES

- (a) All notices to be given to or demands to be made upon either Party to this Agreement must be in writing and may be delivered in person or sent by email or post to the current address of the party shown on the first page of this Agreement or any other address provided by a Party for the purposes of receiving notices under this Agreement.
- (b) All notices are deemed served 5 days after the date of posting or if delivered personally, on the actual date of receipt or if sent by email, in the normal course of transmission.

21 TERMINATION

21.1 Termination without Fault

Either Party may terminate this Agreement, for any reason, at any time by giving a minimum of 30 days' written notice to the other Party.

21.2 Immediate Termination by BWCC

BWCC may terminate this Agreement immediately upon notice to the Service Provider without compensation and pay only for Support Services completed up to the date of termination and which meet the requirements of this Agreement, if:

- (a) the Service Provider breaches a provision of this Agreement and fails to remedy the breach within a reasonable time as required by BWCC having regard to the nature of the breach (to the extent the breach is capable of being remedied);
- (b) the Service Provider does not meet the Service Standards or KPIs for any applicable period or will not in BWCC's reasonable opinion be able to meet the Service Standards;
- (c) the Service Provider becomes Insolvent;

- (d) there is or are any act or acts of Serious Misconduct by the Service Provider or any of its Personnel;
- (e) the Service Provider does not take any action required under this Agreement to BWCC's satisfaction;
- (f) BWCC determines that there have been persistent breaches of any of the terms of this Agreement by the Service Provider and/or its Personnel; or
- (g) any other event occurs entitling BWCC to terminate this Agreement.

22 GENERAL

22.1 Variation

This Agreement may be varied in writing, by authorised signatories, which may take the form of a Variation. Variations take effect from the date the Parties signify their written consent.

22.2 Entire Understanding

This Agreement contains the entire understanding between the Parties with regard to the engagement by BWCC of the Service Provider. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

22.3 Severance

If any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

22.4 Survival

Any indemnity, any obligation of confidence or privacy, any requirement on termination and any requirement to hold insurance in this Agreement is independent of and survives termination of this Agreement.

22.5 No Waiver

The exercise or failure to exercise a right under this Agreement on one or more occasions does not constitute a waiver by a party of any right or remedy.

22.6 Assignment by BWCC

BWCC may assign its rights and obligations under this Agreement, without the consent of the Service Provider.

22.7 Assignment or Sub-contracting by the Service Provider

- (a) The Service Provider may not assign or sub-contract any right or obligation under this Agreement to any person without the prior written consent of BWCC.
- (b) A change in the identity of the person(s) who has direct or indirect control of the Service Provider (namely the power to direct or cause the direction of the management and policies of the Service Provider, whether through ownership of voting securities, by contract or otherwise) from that which was in effect as at the Commencement Date, is deemed to be an assignment which requires BWCC's prior approval.

22.8 Trustee Limitation of Liability

- (a) BWCC enters into this agreement as trustee of the trust specified in the Particulars and the Service Provider waives its rights and releases BWCC from any personal liability whatsoever.
- (b) Except in the case of and to the extent of fraud, negligence or breach of the trust by BWCC, BWCC is only obliged to satisfy liabilities under this Agreement to the extent BWCC is indemnified out of the assets of the trust.
- (c) The Service Provider may only enforce rights against BWCC to the extent of BWCC's right of indemnity.

22.9 Governing Law and Jurisdiction for Disputes

- (a) This Agreement is governed by and is to be construed in accordance with the laws of the jurisdiction specified in Item 11.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the specified jurisdiction and any courts which have jurisdiction to hear appeals from any of those courts in respect of any proceedings in connection with this Agreement.

22.10 Counterparts

- (a) This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument.
- (b) This Agreement may be executed by hand and delivered by email to the other party in a 'pdf' data file. Execution and delivery in that format will be valid and binding as if the 'pdf' copy was an original.

23 DEFINITIONS AND INTERPRETATIONS

23.1 Definitions

The following meanings apply to capitalised terms used in this Agreement:

Act means the *Aged Care Act 1997* (Cth) and (if applicable) the *Aged Care (Transitional Provisions) Act 1997* (Cth) and any principles made under those Acts.

Agreement means this agreement, incorporating the Particulars, these terms and conditions, and any associated documents or directions issued under this agreement, and any Variations.

BWCC means the party of that name specified in the Particulars and where the context permits, includes the Care Consultant or the Emergency Contact.

BWCC Information means any information to which the Service Provider has or is given access during the Term by or relating to BWCC or Clients, including all documents, reports, assessments and records concerning the treatment, care and support of Clients, stored by any means.

Care Consultant means the person nominated by BWCC to co-ordinate care for a Client.

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation or judgment, however arising, whether present, unascertained, immediate, future or contingent and whether based in contract, tort or statute.

Client means a recipient of Support Services as nominated in a Service Request.

Commencement Date means the date set out in Item 8.

Confidential Information of a Party means this Agreement and any information:

- (a) relating to the business and affairs of that Party;
- (b) relating to the customers, clients, Personnel, subcontractors or other persons doing business with that Party; and
- (c) which is either by its nature is confidential, designated as confidential by that Party or the other Party knows or ought to know is confidential,

and all trade secrets, knowhow, financial information and other commercially valuable information of that Party and in the case of BWCC, includes the BWCC Information.

Emergency Contact means the BWCC contact point nominated by BWCC for responding to or receiving after-hours emergency requests or notices from the Service Provider in connection with this Agreement.

Expiry Date means the date set out in Item 8 or any earlier date on which this Agreement is terminated.

GST has the meaning given in the GST Act.

GST Act means the *A New Tax System (Good and Support Services Tax) Act 1999* (Cth).

Home Care Package means a home care package under the Act.

Insolvent means a Party or any parent or ultimate holding company which directly or indirectly controls a Party:

- (a) enters into any form of insolvency or external administration or control or bankruptcy;
- (b) is the subject of an order or application for winding-up, deregistration, dissolution, administration or liquidation;
- (c) is taken to have failed to comply with a statutory demand; or
- (d) stops or suspends or threatens to stop or suspend the payment of all, or a class of its debts or the conduct of all, or a substantial part, of its business.

Item means an item in the Particulars.

KPIs means the key performance indicators (if any) set out in a Service Request and any additional or substitute performance measures or indicators set under this Agreement.

Liability means all direct or indirect liabilities of any kind, whether actual or contingent, known or unknown and whether as a result of breach of warranty or any other matter, including costs, charges, expenses, losses and damages.

Maximum Hours means the time limits specified in Item 5, subject to any addition or exception under this Agreement.

Particulars means the particulars at the outset of this Agreement.

Party means a party to this Agreement, as set out in the Particulars or if BWCC assigns its rights or obligations, the notified assignee in lieu of BWCC.

Payment Cycle means the intervals at which invoices are to be submitted, as specified in Item 6 or if no period is specified, monthly, in arrears.

Payment Terms means the period for payment of complying invoices, as specified in Item 7 or if no period is specified, 30 days.

Personal Information means personal information, health information and/or sensitive information within the meaning of the Privacy Laws.

Personnel means those persons who are supplied by the Service Provider to perform the Support Services, whether those persons are employees, contractors, sub-contractors, agents or if approved by BWCC in writing, volunteers.

Privacy Laws means the *Privacy Act 1988* (Cth) and any other legislation regulating the collection, use, disclosure, storage and/or disposal of information relating to an individual, and their respective privacy principles, and includes any relevant direction, guideline, determination or recommendation made by a privacy commissioner, health commissioner or any equivalent body or agency.

Reports mean any financial, performance, usage or other reports or information reasonably requested by BWCC in respect of the provision or performance of the Support Services.

Serious Misconduct means any act or omission by the Service Provider or its Personnel that is illegal or that in the opinion of BWCC endangers the safety or wellbeing of an BWCC staff member or Client or brings or is likely to bring BWCC into disrepute, including any criminal offences.

Service Area means the areas or regions within which the Support Services are to be provided, being as set out in Item 2 or varied in accordance with this Agreement.

Service Charge means the amount payable by BWCC for the Support Services, as set out in Item 3 or any other amount agreed by the Parties during the Term, including any agreed Service Charge Increase.

Service Charge Increase means any variation to the Service Charge set out in Item 4.

Service Provider means the party of that name specified in the Particulars.

Service Request means a request from BWCC for Support Services to be provided to a Client under this Agreement.

Service Standards means the standards by which the Support Services must be supplied to meet all standards under applicable laws, the *Home Care Packages Programme Operational Manual* published by the Australian Government, Department of Social Services, the conditions pursuant to which funding is provided by a government agency toward all of part of the Support Services and any other standards set out in a Service Request.

Support Services means the Support Services to be provided by the Service Provider during the Term, as described in Item 1 or directed by BWCC in a Service Request.

Specified Personnel means the person(s) specified in Item 9, if any, and includes any authorised replacement(s).

Support Plan means the support or care plan for a Client, including any applicable service schedule.

Term means the term of this Agreement starting on the Commencement Date and ending on the Expiry Date, unless extended or renewed in accordance with clause 2.

Variation means a variation to this Agreement and includes agreed or deemed changes to the Support Services.

23.2 Interpretation

Rules of construction: neither this Agreement nor any part of it is to be construed against a Party on the basis that the Party or its lawyers were responsible for its drafting.

Including: including and includes are not words of limitation and a list of examples is not to be read as either an exclusive list or as limiting the circumstances to which the clause may otherwise apply.

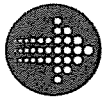
Law: a reference to laws includes any law, statute, regulation, local law and code of practice applicable to the Service Provider or all or part of the Support Services or this Agreement.

Legislation: a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.

Joint and several liability: where the Service Provider consists of more than one entity, those entities will be jointly and severally liable for the performance of obligations under this Agreement.

Acts and omission of Personnel: the Service Provider must cause the Personnel to comply with this Agreement (to the extent relevant to their roles) and non-compliance by the Personnel will be a breach of this Agreement by the Service Provider, as if done or not done by the Service Provider.

Precedence: where two provisions in this Agreement are inconsistent, the following order of precedence will apply, to the extent of the inconsistency: special conditions (if any) in Item 12, then the remaining provisions of this Agreement.

**seek**SEEK Limited
ABN 46 080 075 314**TAX INVOICE**Date of Issue: 06 Aug 2021
Invoice No: 97745148
Customer No: 4561610QUEENSLAND MEALS ON WHEELS
UNIT 16
27 SOUTH PINE ROAD
BRENDALD QLD 4500This invoice
\$324.50 AUDAmount Paid
\$324.50 AUD**Paid in Full** - For your records only

Product Description	Reference	Quantity	Rate	Amount
SEEK Job Ad Title: Executive Chef Job ID: 53342811 Date: 06 Aug 2021 Time: 4:08PM	Executive Chef MOWMBR	1	\$295.00	\$295.00
				Sub Total \$295.00
				GST \$29.50
				Invoice Total \$324.50
				Amount Paid \$324.50

Paid in Full - For your records only

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Payment Receipt

No payment needed - For your records only

Received \$324.50 on 06 Aug 2021 4:01PM MasterCard xxxxxxxxxxxx 1469 Receipt no: 37916650

