

Brokerage Services Agreement

DATED: 23/10/2023
8D61134A-8514-4EBA-89E5-565365892CF8

DETAILS

1.	The Parties		
	JUST BETTER CARE / US / WE	Company name	Just Better Care Sunshine Coast Pty Ltd ACN: 161454860
		ABN	ABN: 50161454860
		Trading as [Business name]	Just Better Care Sunshine Coast
		Office Address	200/67 Regatta Boulevard. Birtinya. 4575.
		Contact Person	Name: Monica Davidson Email: compliance.SC@justbettercare.com Phone: 07 5353 5111
	SERVICE PROVIDER/YOU	Company name	Queensland Meals on Wheels Ltd <small>CB76399A-F6EE-4E44-8F5B-B0F27B9E4A28</small>
		ACN:
		ABN	63 104 919 974 ABN: <small>6BF369EF-AF8C-479A-4C7E-SAB15666D731</small>
		Office Address	Unit 16/27 South Pine Road Brendale QLD 4500 <small>11092407-7C83-4A99-BB02-591DAB876245</small>
		Contact Person	Name: Lea Readdy <small>31596A82-3915-4978-A0EC-F2D94EEC4D18</small> Email: lea.readdy@qmow.org <small>953A5D7E-A009-433D-A37E-230E816F2255</small> Phone: 07 3205 5588 <small>FFB27DAE-D459-488A-A131-C4C080169BDF</small>
2.	SERVICES		Provision of Services to Just Better Care Clients as set out in Schedule 1
3.	FEES FOR SERVICES		As set out in Annexure A and as updated by agreement from time to time
4.	COMMENCEMENT DATE	Date from which Services to be provided	
5.	TERM	Minimum Period for which Services to be provided from the Commencement Date	2 years OR if longer than 2 years 23/10/2025 Other date: <small>CEBD7C7E-F2E6-42FA-AF3-4DF96B08579</small>

INTRODUCTION

- A. Just Better Care provides and manages the provision of home care support and services to Clients including those in receipt of Home Care Packages.
- B. Just Better Care has agreed to purchase the Services for its Clients and the Service Provider has agreed to provide the Services on the terms and conditions set out in this Agreement.

AGREEMENT TERMS

1. Definitions & Interpretation

1.1 In this Agreement unless the context otherwise requires:

- (a) **Agreement** means this Agreement and includes all schedules and annexures to it (including the Details page), as amended by the parties from time to time;
- (b) **Clearances** includes the following checks or clearances:
 - i. a satisfactory National Criminal History Record Check or Police Certificate (and if necessary a statutory declaration stating that the person has not been convicted of certain offences) in accordance with Section 63.1 the Aged Care Act 1997 and the Accountability Principles 2014, and
 - ii. assurance that the person is not a "disqualified individual" for the purposes of the Section 8-3A of the Aged Care Act 1997 (in relation to key personnel as defined under that Act), and
 - iii. if relevant, satisfactory clearance or check under National Disability Insurance Scheme (Practice Standards—Worker Screening) Rules , and
 - iv. if relevant, a current non-volunteer 'Working with Children' or equivalent clearance under relevant State or Territory legislation, and
 - v. any other clearance or check required by legislation or government authority in order to provide the Services.
- (c) **Client** means any person to whom the Services are to be provided by the Service Provider on behalf of Just Better Care;
- (d) **Client Premises** means the residence or premises where the Services will be provided to a Client;
- (e) **Confidential Information** means confidential information of a party and includes information whether verbal, written or in some other form, including but not limited to electronic form relating to:
 - i. knowledge or information regarding the business transactions, accounts or finances, affairs, property, policies, procedures or activities of the relevant party;
 - ii. any document which is marked confidential;
 - iii. any document or information which a party advises the other party is confidential; and
 - iv. client, resident or client records.

- (f) **GST** has the same meaning as that word is given in the A New Tax System (Goods and Services Tax) Act 1999 (as amended);
- (g) **Intellectual Property**, means and includes any intellectual or proprietary rights owned or licensed by a party, or arising out of or in any way connected to the Services, whether registered or unregistered and whether created or modified before, or after the date of this Agreement, including but not limited to, any copyright material, patents, utility model, designs, trade marks, service marks, trade names, brand names, domain names, know-how, inventions, trade secrets, software, code (including source code), formulations, and other proprietary rights in documents, programs and other materials containing the Confidential Information, technical or product information, and any rights to be registered, in existence now or later arising in Australia and throughout the world.
- (h) **Police Certificate** has the same meaning as under the Accountability Principles 2014 (Cth);
- (i) **Privacy Law** means all Federal and state and territory legislation relating to and concerning the privacy protection of personal information including the Privacy Act 1988 (Cth), as amended from time to time.
- (j) **Services** means the services to be provided by You as described in the Schedule 1 and as amended by agreement between the parties from time to time.
- (k) **Service Assignment** means a particular requirement for the Service Provider to provide certain Services to a Client as notified by Just Better Care under clause 5.1 and accepted by the Service Provider.
- (l) **Unacceptable Practices** means any of the following undertaken by Your employees:
 - i. Selling or promoting any products to Clients or his/her family or associates or friends;
 - ii. Attending to provision of services while under the influence of smoking, drinking alcohol or taking intoxicating drugs at Client Premises;
 - iii. Imposing or promoting his or her religious or political beliefs or ethical values on a Client;
 - iv. Soliciting or accepting any gift (whether of money or in kind) from a Client or his/her family;
 - v. driving Clients' own vehicles;
 - vi. Providing Clients with any medical treatments that have not been requested and/or for which the employee is not fully qualified, and
 - vii. any criminal or unlawful activity.
- (m) Words and expressions defined in the Details page have the meaning set out on that page.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a singular includes the plural and vice versa;
- (b) a gender includes every gender;
- (c) words denoting persons includes bodies corporate, a body corporate, partnership, joint venture, association or other legal entity;
- (d) a reference to a party or parties means the named parties to this Agreement and includes that party's successors and permitted assigns;
- (e) a reference to a clause, paragraph, schedule or the Details page is a reference to a clause, paragraph, schedule or the Details page of this Agreement;
- (f) wherever "include" or any form of that word is used it must be construed as if it were followed by "(without being limited to)";
- (g) money amounts are stated in Australian currency unless otherwise specified;
- (h) all references to statutory provisions (including acts, rules, regulations, orders, by-laws and ordinances) include any modification or re-enactment of such statutory provisions;
- (i) a reference to any government body, if that body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed ("defunct body") means the government body which performs most closely the functions of the defunct body, and
- (j) where a word or phrase is given a particular meaning in this Agreement, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning.

2. Scope of Agreement

- 2.1** The Agreement commences upon the Commencement Date and continues for the Term or until it is terminated in accordance with Clause 14.
- 2.2** The Service Provider is engaged to provide the Services in the performance of individual Service Assignments in respect of the Clients as notified by Just Better Care from time to time.
- 2.3** Just Better Care does not warrant or guarantee the number or regularity of Service Assignments during the Term.
- 2.4** Each party undertakes to use all reasonable endeavours to fulfil its obligations, in a timely and professional manner.

3. Service Provider General Obligations

3.1 You agree to:

- (a) Work collaboratively and faithfully with Us to provide the Services in a diligent and efficient manner.
- (b) Perform the Services in a professional manner and to do everything in your power to prevent any harm to the good name and reputation of Just Better Care;
- (c) Comply and provide evidence of compliance with all relevant statutes, regulations and industry standards and codes that apply to the provision of the Services and this Agreement;

- (d) Take all reasonable steps to safeguard the safety of your employees, contractors and agents and the safety of the Clients and any other person who may be affected by your actions while undertaking the Services;
- (e) Use all reasonable efforts to complete the Services within the timeframes allocated by Us;
- (f) Comply with Our reasonable directions and instructions in relation to the performance of the Services;
- (g) Work with our employees and contractors as required, in a respectful and professional manner;
- (h) Comply with probity checks we undertake to monitor service delivery and compliance with this agreement and ,
- (i) at all times hold (and ensure your employees and contractors hold) all insurances, qualifications, permits, registrations and licences required to provide the Services including holding the relevant Clearances for each employee or contractor engaged by You in the provision of the Services.

4. Just Better Care General Obligations

4.1 We agree to:

- (a) Work collaboratively and faithfully with You in the provision of the Services;
- (b) notify You in writing of any requested changes to the Services to be provided and use our best endeavours to give You reasonable notice of any such request;
- (c) provide all information as reasonably requested by You to enable You to provide the Services, and
- (d) Work with your employees as required, in a respectful and professional manner.

5. Services

- 5.1** We will notify You in writing of Service Assignments. Each Service Assignment will specify the Services to be provided, when they are to be provided, the expected length of time for the provision of Services and the Clients to whom the Services are to be provided. We will use our best endeavours to give You reasonable notice of each Service Assignment.
- 5.2** You may notify Us on reasonable written notice that You do not accept a Service Assignment, but otherwise You will provide the Services to Clients as, and whenever required by Us as notified under this clause.
- 5.3** A Service Assignment may be cancelled without penalty by either party upon notice of not less than 1 business day (minimum 24 hours) prior to commencement of that Service Assignment.
- 5.4** Where a Service Assignment is not completed or is not expected to be completed within the required time frame, we must be notified as soon as reasonably practical. Any variations to terms of Service Assignments are only permitted with our prior approval.
- 5.5** Subject to privacy laws, We agree to provide all information as reasonably requested by You in relation to the Clients to enable You to provide the Services, including but not limited to name and address of the Client, any relevant medical history, allergies or special requirements of the Client and whether or not the Client or people who cohabitate with the Client have a history of aggression.

6. ENGAGEMENT OF EMPLOYEES BY SERVICE PROVIDER

6.1 You are solely responsible for staff who You employ to perform the Services under this Agreement. Without limitation, You are responsible for payment and provision of all employee entitlements of your employees who perform the Services. You must not use anyone other than employees to provide the Services unless Just Better Care approves in writing another arrangement.

6.2 You agree to:

- (a)** check appropriate references of potential employees before they are engaged by You to provide the Services to Clients;
- (b)** conduct the Clearances for all employees prior to commencement of work with Clients and, if requested by Us or required by law, conduct Clearances at other times during employment but at least every three years;
- (c)** ensure that no employee will be engaged in work with Clients unless a current satisfactory Police Certificate has been received for that employee;
- (d)** take reasonable measures to inform Us in the event that You (or any of Your staff providing the Services or key personnel) are "disqualified individuals" for the purposes of the Aged Care Act 1997 (Cth) (Should this occur, We may terminate this Agreement without the need to give notice);
- (e)** where any of the Clients are children (i.e. under eighteen years of age), ensure that every employee undertaking that work has at all times a current non-volunteer 'Working with Children' clearance and provide satisfactory evidence to Us;
- (f)** where any of the Client's/the service provider are notified by Us as being within the National Disability Insurance Scheme, ensure that every employee undertaking that work has at all times satisfactory clearance or check under National Disability Insurance Scheme (Practice Standards—Worker Screening) Rules and provide satisfactory evidence to Us;
- (g)** provide satisfactory evidence, at our request, of systems and processes undertaken to complete and ensure currency of the Clearances for employees undertaking work with Clients;
- (h)** orientate and appropriately train all employees providing the Services and supervision where necessary to ensure that your employees can provide to Us and to our Clients the person-centred individual support services requested;
- (i)** ensure staff are trained in as appropriate;
 - i. CPR
 - ii. WHS
 - iii. Infection control
 - iv. Manual Handling
 - v. First Aid Certificate
 - vi. Privacy and Confidentiality
 - vii. Complaints Management
- (j)** immediately withdraw and replace any employees who are incompatible with or unacceptable to a Client or any employees whom We require to be withdrawn from the provision of Services to Clients;
- (k)** supply employees with appropriate materials, tools and protective clothing;
- (l)** ensure that all your employees are suitably experienced, competent, honest, and skilled and hold appropriate qualifications for the work they are performing;
- (m)** ensure that when attending to Clients your employees are punctual and neatly dressed (including any uniform required or approved by Us), provide identification (including wearing a name badge.

- (n) pay employees properly in accordance with any relevant award or other industrial law or instrument pertaining to those employees and pay all relevant taxes, contributions and entitlements;
- (o) comply with any and all requirements and policies which We may notify You of from time to time and ensure that your staff comply with such requirements and policies;
- (p) ensure that staff who provide transport to Clients have current comprehensive motor vehicle insurance, motor vehicle registration and unrestricted driver's licences;
- (q) where directed by Us from time to time to use specific persons to provide any of the Services, comply with that direction, including any specified terms concerning those persons, and notify Us if those persons are not available to carry out those Services;
- (r) ensure staff immediately report to JBC any issues relating to Client safety, health and wellbeing and complaints. Provide this information in a written format immediately following service delivery.
- (s) complete progress report following each scheduled occasion of service and provide JBC with copies of such reports on a weekly basis or daily if required.
- (t) ensure that your employees do not engage in Unacceptable Practices (and immediately remove those who do), and
- (u) complete compliance assessment (Annexure B) and participate in provider compliance reviews
- (v) ensure all employees are aware of health and safety issues related to their work.

7. WORK HEALTH AND SAFETY POLICIES AND PROCEDURES

- 7.1** A reference to Work Health and Safety (WH&S) in this Agreement means and includes the health, safety and welfare of employees, Clients, their carers and family members and any other person who may be affected by the provision of the Services.
- 7.2** You are responsible for the health and safety of your employees at all times.
- 7.3** You must comply with relevant safety legislation and regulations and ensure that a safe system of work is followed when providing the Services.
- 7.4** You must have written policies and procedures in relation to matters of WH&S and risk management. These policies and procedures are to be provided to Us on request.
- 7.5** You must ensure that upon an initial visit to Client Premises and for each new Client that You or your employee conducts a WH&S risk assessment before providing any Services if requested by us and a written record is retained by You of all such assessments.
- 7.6** You must immediately advise Us of any circumstances where the WH&S risks are assessed by You to be too great to permit the provision of the Services (otherwise such risks are deemed to be accepted by You).
- 7.7** You must ensure that your employees providing Services to Clients report to You all incidents/accidents/near misses and risks to themselves, Clients or visitors including documenting these events daily in Just Better Care progress notes for the Client.
- 7.8** You must submit a written report to Us of all incidents, accidents/near misses and WH&S risks involved in provision of Services as soon as possible after the occurrence of such event or of becoming aware of such risk but in any case no later than 24 hours.

8. Modern Slavery

- 8.1** Just Better Care Australia and its franchise network are committed to combatting modern slavery in our operations and within our supply chains and ensuring that We have effective policies, procedures and systems in place to address modern slavery risks. We have zero tolerance for practices of Modern Slavery and expect everyone involved in our operations or supply chains to uphold our values and comply with all relevant policies, procedures and systems.
- 8.2** We require all suppliers and service providers with whom we have a direct relationship for the goods and/or services We supply or use in our businesses to comply both with all relevant laws, rules and regulations, and with our Modern Slavery Position Statement, a current copy of which You acknowledge has been provided to you and/or is **attached (Position Statement)**.
- 8.3** In this clause 8 “Modern Slavery” has the same meaning as under the *Modern Slavery Act 2018* (Cth) and as described in our Position Statement.
- 8.4** You warrant that:
- (a) You have read and understood the Just Better Care Position Statement;
 - (b) You will comply with all applicable laws, statutes and regulations in force from time to time which relate to Modern Slavery;
 - (c) You will take reasonable steps to ensure that there is no Modern Slavery in the engagement of your employees, in your supply chains or in any sub-contractor’s supply chains or employment practices;
 - (d) You will implement and maintain throughout the term of this Agreement appropriate due diligence procedures to ensure that there is no Modern Slavery in the provision of the Services, and
 - (e) You will notify us as soon as You become aware of any actual or suspected Modern Slavery in the provision of the Services.

9. Payment for Services and Expenses

- 9.1** We will pay You for the Services in accordance with the rates set out in Annexure A attached to this Agreement.
- 9.2** You must submit to Us a tax invoice each month for the Services unless otherwise agreed. The invoice must specify the relevant Services provided, the Client’s name and the date/s on which the Services were provided.
- 9.3** You will, at your own expense, provide all employees, materials, tools and equipment necessary for the purpose of carrying out your obligations under this Agreement including the Services. You are responsible for all your expenses in connection with the provision of Services under this Agreement except those expenses approved by Us in advance.
- 9.4** Where We have agreed in advance to pay certain out of pocket expenses which You incur in connection with the provision of the Services You must provide copies of all receipts, tax invoices and other relevant documents before an expense is paid. You will use best endeavours to advise of any anticipated expenses in advance.
- 9.5** Where expenses are incurred by You which have not been agreed in advance, We may not reimburse the expense.
- 9.6** We will pay You all monies within our standard payment terms, but not less than 30 days of receiving the invoice. Payment will be by such method as We may from time to time determine.

9.7 You and your employees and contractors must not accept any other payment or other benefit in money or in kind from any person (including a Client) as an inducement or reward for performing the Services or any other activity on our behalf.

10. GST and Taxes

- 10.1** Unless otherwise provided in this Agreement, any moneys payable under this Agreement have been calculated without regard to GST.
- 10.2** Any amount which is payable on account of GST as a consequence of any supply made under this Agreement is to be paid to the party making the supply at the same time as payment is made for the relevant supply.
- 10.3** All other taxes (including payroll tax), charges and stamp duties imposed in Australia or overseas in relation to this Agreement and provision of the Services are the responsibility of the Service Provider. If any such taxes are recovered or sought to be recovered by relevant authorities (including the Australian Taxation Office) from Just Better Care, the Service Provider will reimburse Just Better Care the amount paid or required to be paid to such authorities.
- 10.4** The clause survives termination.

11. Insurance

- 11.1** Each party confirms that it has and maintains its own insurance policies for its obligations under this Agreement including:
- (a)** a comprehensive policy of public liability insurance providing a minimum cover of twenty million dollars (\$20,000,000.00) in respect of its obligations under this Agreement;
 - (b)** a comprehensive policy of professional indemnity insurance providing a minimum cover of twenty million dollars (\$20,000,000) in respect of its obligations under this Agreement;
 - (c)** a comprehensive workers' compensation insurance policy as required by law; and
 - (d)** any other insurance required by law
- 11.2** Where either party believes or has reason to believe that it may become the subject of any legal action which relates to an activity covered by this Agreement, they must:
- (a)** immediately notify the other party of the potential action; and
 - (b)** not admit any liability to any third party without first consulting the other party and its insurers.
- This obligation survives termination of this Agreement.
- 11.3** Each party may request certificates of currency from the other party to validate compliance with this clause.
- 11.4** We reserve the right to request additional insurances from You where the nature of the Services, the nature of our business or other circumstance would make this reasonable.

12. Indemnity

- 12.1** You indemnify, and agree to keep indemnified, Just Better Care its officers, employees and agents against all losses, liabilities, claims, suits, actions, costs and expenses that may arise in relation to:
- (a)** any breach by You or your employees of your obligations under this Agreement;
 - (b)** any breach by You of any express or implied warranties;
 - (c)** any negligence, non-performance, breach of duty or breach of statute, fraud or wilful misconduct by You or and any claim made by a third party or Client or former Client in respect of the provision of the Services under this Agreement;
 - (d)** any claim of liability to pay employment entitlements to your employees in accordance with legislation, including the Fair Work Act 2009 (Cth), superannuation legislation, the National Employment Standards, modern awards or other industrial instruments; or
 - (e)** any taxes or penalties for which We may be liable in connection with or arising from this Agreement or its performance.
- 12.2** The indemnities in this clause 12 survive the termination of this Agreement.

13. Intellectual Property (IP)

- 13.1** The parties agree that where either party brings existing Intellectual Property to the Agreement any equitable and proprietary rights, title and interest in that Intellectual Property vest and remain with the party that brought that existing Intellectual Property to the Agreement.
- 13.2** No Intellectual Property which belongs to one party may be reproduced in any form, stored in any retrieval system, transmitted or distributed in any form or by any means; electronic, photocopying, recording or otherwise by the other party without the express written permission of the party to whom it belongs. Where permission is granted, acknowledgement of ownership must be retained on all documents produced.
- 13.3** This Agreement does not give either party any ownership rights or interest in the other party's trade name, trademarks or copyright material or other Intellectual Property.

14. Termination

- 14.1** Either party may terminate this Agreement on at least four (4) weeks advance written notice to the other, without cause.
- 14.2** Either party may terminate this Agreement immediately and without notice upon the other party becoming insolvent under administration or a Chapter 5 body corporate (within the meaning of the Corporations Act 2001).
- 14.3** We may terminate this Agreement by immediate notice in writing to You if:
- (a)** You are unable to perform the Services or commit any breach of your obligations under this Agreement and fail to rectify the same within fourteen (14) days of notice in writing from Us requiring You to do so; or
 - (b)** You cease to hold any licence, approval or authority necessary for the provision of the Services; or

(c) You are guilty of conduct which in our reasonable opinion might tend to injure the reputation or Just Better Care.

14.4 On and after termination of this Agreement You will stop providing the Services and return to Us all Confidential Information or other property belonging to Us.

14.5 Subject to the above provisions, termination does not prejudice the right of any party to the performance of any due and unfulfilled obligations under this Agreement prior to the termination, including payment for Services performed.

15. Assignment

15.1 Neither party is permitted to transfer its interest or obligations under this Agreement without the express written permission of the other party.

15.2 The Service Provider must not sub-contract to another agency or sub-contractor for the provision of the Services.

16. Privacy & Confidentiality

16.1 Where one party, in performance of its obligations under this Agreement, will have access to the Confidential Information of the other, that party agrees not to disclose the Confidential Information without the prior written consent of the other party. This obligation does not extend to information which:

(a) is, or becomes public knowledge without the fault of the receiving party;

(b) is, or becomes available to the receiving party from a source other than the disclosing party; or

(c) Is required to be disclosed under law or a binding order of a governmental agency or court.

16.2 Each party will comply with the requirements of the Privacy Laws and facilitate the compliance by the other party with the Privacy Law applicable to the other party.

16.3 Subject to the terms of this Agreement the Service Provider agrees to comply with the same obligations as apply to Just Better Care in relation to the privacy of personal information concerning the Services and Clients and in particular to notify Just Better Care of any breach of those privacy obligations. If requested by Just Better Care the Service Provider agrees to provide written undertakings from its employees to the Commonwealth to not disclose personal information if required. The Service Provider expressly consents to Just Better Care disclosing the Service Provider's identity to the Commonwealth and to the Commonwealth disclosing the Service Provider's identity, existence and the nature of this Agreement for reporting purposes.

16.4 The obligations of confidentiality and privacy referred to in this clause 16 survive the termination of this Agreement.

17. Relationship of parties

17.1 Nothing in this Agreement imposes any limitation on either party from pursuing its own ordinary business activities independently of this Agreement. Nothing in this Agreement shall be constructed as restricting either party from entering into other agreements of similar nature with other parties for the provision of services of a substantially similar nature to the Services.

- 17.2** The Service Provider is an independent contractor and in no circumstances by virtue of this Agreement or otherwise will it be deemed that there exists between the parties a relationship of partners, employer and employee or principal and agent. Any person employed by the Service Provider shall not be construed to be an employee of Just Better Care by virtue of this Agreement.
- 17.3** The Service Provider must not (and must ensure that its employees do not) hold itself out or represent itself as employee, partner or agent of Just Better Care. The Service Provider does not have the authority to bind Just Better Care to any other contract or arrangement or otherwise hold itself out as being authorised to deal as an agent of Just Better Care, without the express written approval of Just Better Care. The Service Provider shall indemnify Just Better Care against any loss or damage it may incur arising from any unauthorised representation, promise or agreement made by any representative and/or agent of the Service Provider. This indemnity survives termination of this Agreement.

18. Non-solicitation obligations

For the duration of this Agreement and for six months after termination of this Agreement, the Service Provider must not:

- 18.1** directly or indirectly solicit or induce (or attempt to solicit or induce) any employee of Just Better Care with whom the Service Provider had dealings in the previous 12 months (or, if the Agreement has been terminated, the 12 months immediately before the termination) to terminate their employment with Us; or
- 18.2** directly or indirectly solicit (or attempt to solicit), with the intent to, perform services for, any Client with whom the Service Provider had dealings in the previous 12 months (or, if the Agreement has been terminated, the 12 months immediately before the termination).
- 18.3** interfere with the relationship between the Just Better Care and any of its referrers, contractors, clients, customers, employees or suppliers; or
- 18.4** directly or indirectly assist, approach, induce, solicit or persuade or attempt to assist, approach, induce, solicit or persuade any person or entity to undertake any of the activities restricted in this clause.

19. Disputes

- 19.1** If a dispute arises between the parties or which relates to this Agreement, the parties expressly agree to work in good faith to endeavour to settle the dispute amicably. If the dispute cannot be settled within 21 days of being raised, the matter may be referred to an independent mediator by either party. If the parties cannot agree on a mediator then one will be appointed by the Chair of Resolution Institute, or the Chair's designated representative. The Resolution Institute's Mediation Rules will apply.

20. Notices

- 20.1** Either party may serve a notice on the other by sending it to the address noted in this Agreement for the other party, or at any other address notified by a party to the other from time to time.

- 20.2** A notice may be served by mail or electronic means and is deemed to be received when it would ordinarily be received by the other party, depending on the mode of service.
- 20.3** A notice may be signed, given or received by either party personally or by that party's solicitors.

21. General

- 21.1** Each of the parties to this Agreement will respectively sign and execute any further documents and do any deeds acts and things as the other party reasonably requires for completely effecting the intention of the parties under this Agreement.
- 21.2** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. It supersedes and extinguishes all prior agreements and understandings between the parties with respect to the matters covered by this Agreement and all representations or warranties, covenants or agreements previously given or made.
- 21.3** This Agreement must not be amended, modified or supplemented except by a written instrument executed by persons duly authorised on behalf of the respective parties.
- 21.4** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 21.5** After completion each party retains the benefit of all provisions requiring or contemplating that the other party do something after completion.
- 21.6** This Agreement will be governed by and construed in accordance with the law of the State or Territory named.
- 21.7** Any covenants implied by law (statutory or otherwise) are not negated but will be deemed to the extent of any inconsistency with the provisions of this Agreement, to have been modified (where modification is permitted);
- 21.8** Where two or more persons are named as a party to this Agreement the terms, covenants, conditions, provisos, stipulations and restrictions contained in this Agreement will bind each of them jointly and severally;
- 21.9** If for any reason any one or more of the provisions of this Agreement is found to be invalid or unenforceable, then the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

SCHEDULE 1 : SERVICES

Please list services to be provided by Service Provider or attach your business list of services

Services as notified to the Service Provider by Just Better Care from time to time.

~~Caloundra Meals on Wheels~~
Maroochydore Meals on Wheels
Coolum Beach Meals on Wheels
Pomona Meals on Wheels
Noosa-Tewantin Meals on Wheels
Gympie Meals on Wheels

Nambour Meals on Wheels

EXECUTED AS AN AGREEMENT

EXECUTED for and on behalf of

[Insert Service Provider Company]

Queensland Meals on Wheels Ltd

32925B74-2C92-43CC-8284-0AF943398C0F

ABN: 63 104 919 974

by its duly authorised officer:

23/10/2023

Date: FARCE2CA-7F32-4277-826E-AA1FB19D53EE

Evan Hill (CEO)

Signature of the authorised officer

Lea Readdy

975D92EF-6028-420D-BFD6-889E4071A2E6

Name of the authorised officer

EXECUTED for and on behalf of

Just Better Care Sunshine Coast Pty Ltd

ABN: 50161454860

by its duly authorised officer:

23/10/2023

Date: 1066C7B6-69B9-4169-9C06-7906118A50F6

Anthony Sandy

Signature of the authorised officer

Anthony Sandy

E9DEC957-5044-4C5E-AA59-D8A6BAFDA607

Name of the authorised officer

Document Number:	FOBD003	Version:	2.0.0
Created Date:	16.08.12	Created By:	Ryan Sherry
Modified Date:	09.03.21	Modified By:	Nicole Nevin
Approved Date:	09.03.21	Approved By:	Operations Manager

ANNEXURE A**FEES****Fees payable to the Service Provider**

(please insert **OR** attach copy of fees which must be approved by Just Better Care before taking effect).

please see attached fees

73D307D0-42DE-4014-95A2-2204F8956A20

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ANNEXURE B

Please acknowledge or indicate the following procedures as in place OR attach policies and procedures relating to the following compliance requirements:

	Compliance Required	In place (initial) or attached
1	Privacy and Confidentiality Policy	In place C4K2F799-E18D-47F3-8D4F-37F82C4F8C5C
2	Employee Compliance Policy Code of Conduct	in place 5DA807BA-854D-48D4-877D-A0F3886AE95D
3	Work Health and Safety Policy	in place F1810858-8DAF-49FB-4DFFB-5CDA077193D9
4	Learning and Development Policy	in place 5C19C76C97C1AEBA-8357-61E866C028A1
5	Performance Appraisal Policy	in place 8055803A-530D-490B-86F8E0280B80C14
6	Complaints Management Policy	in place F8BC9F4B-2EF3-40EC-8AB9-75B80C71AD91
7	Feedback and Reporting Policy	in place 07F0246C-4F44-48A2-8D5E-8C44EB89F6DA

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Document electronically signed



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Document Details

Document ID	81748bb1-f79a-4196-8e18-ba31294d5827
Document Bundle ID	ca8597c2-9f2c-48a5-a9ba-3c6afb3d06bc
Uploaded to FuseSign	2023-10-20 13:51 +10:00
FuseSign subscriber	Just Better Care Sunshine Coast
Initiator email	tiarne.low@justbettercare.com
Signed by	Lea Readdy (Lea.Readdy@qmow.org), Anthony Sandy (Tony.Sandy@justbettercare.com)
System finalisation	2023-10-23 09:33 +10:00
Verify URL	https://app.fuse.work/fusesign/verify/81748bb1-f79a-4196-8e18-ba31294d5827

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More Information

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