



An activity of the Greek Orthodox Archdiocese of Australia

## **CONTRACTOR SERVICE AGREEMENT**

**ST JOHN'S COMMUNITY CARE**

And

**Queensland Meals On Wheels Ltd**

## SERVICE AGREEMENT

This agreement is made the **6th day of September 2022**

### BETWEEN

**St John's Community Care** ABN **12 080 135 986** of Cnr Kamerunga and Fairweather Roads, Redlynch

(Approved Provider)

### AND

**Queensland Meals On Wheels Ltd** ABN **63 104 919 974** of Unit 16/27 Southpine Road, Brendale Q 4500

(Contractor)

The Approved Provider and the Service Provider have agreed that the Service Provider will provide the Services to or on behalf of the Approved Provider in accordance with the terms and conditions of this Agreement.

### IT IS AGREED

#### 1 Definitions

In this Agreement words and phrases used have the meanings as set out in Schedule 1.

#### 2 Term and appointment

- (a) The rights and obligations of the parties under this Agreement will commence on the Commencement Date and continue until the Termination Date, subject to the terms of this Agreement.
- (b) Approved Provider may at its option, extend the Term of this Agreement unless otherwise agreed by the parties.
- (c) The Contractor is an independent contractor appointed on a non-exclusive basis to provide the Services in accordance with this Agreement.
- (d) This Agreement does not create a relationship of employer and employee, principal and agent, or partnership between Approved Provider and the Contractor, or any of its Personnel.
- (e) The Contractor is responsible for all acts and omissions of its Personnel and is responsible for the payment of all amounts related to the engagement of its Personnel, including wages, leave, statutory entitlements and superannuation.

#### 3 Services

- (a) Unless otherwise agreed, Approved Provider will only pay for Services which are authorised and requested by Approved Provider in accordance with this Agreement.
- (b) Approved Provider will notify the Contractor in writing (by either facsimile or email):
  - (i) that the Contractor is required to provide Services to a Consumer;
  - (ii) of the nature and extent of the Services required to be provided to the Consumer;
  - (iii) of the amount of the Service Fees that Approved Provider has agreed with the Contractor for the Services; and
  - (iv) of the Consumer's address and contact details.
- (c) Approved Provider may alter or discontinue the provision of Services by the Contractor to a Consumer at any time by providing written notice to the Contractor, and the Contractor must promptly comply with any directions issued by Approved Provider.

- (d) Approved Provider will pay the relevant proportion of Service Fees for any part of the Services performed prior to the cancellation or variation.

#### **4 Contractor Responsibilities**

##### **4.1 Service Standards**

- (a) The Contractor agrees that it will:
  - (i) Ensure that it acts in a competent, professional, polite, helpful and cooperative manner towards Approved Provider, Approved Provider's Personnel and Consumers;
  - (ii) Provide the Services to Consumers in a diligent, timely and efficient manner with all due care;
  - (iii) Meet the Training and Other Requirements set out in Schedule 2.
  - (iv) Implement effective infection control policies and provide infection control training to its Personnel and comply with any public health orders;
  - (v) Maintain at its expense, any necessary licences (including drivers licence), permits, qualifications, registrations and other statutory requirements necessary for the performance of the Services under this Agreement;
  - (vi) Ensure that any vehicle used by the Contractor and its Personnel for the purposes of transporting a Consumer is fit for purpose, has a current roadworthy and vehicle registration and that the Personnel is appropriately licenced to drive the vehicle;
  - (vii) Avoid and disclose any potential or actual Conflict of Interest with Approved Provider;
  - (viii) Ensure that it does not conduct itself in a manner which may cause damage to Approved Provider's business or reputation;
  - (ix) Comply with all applicable State and Commonwealth legislation, regulatory requirements, approved codes of practice, professional standards and any ministerial directions and notices in providing the Services;
  - (x) Comply with all laws, ordinances and by-laws relating to the possession, use or maintenance of the Equipment, including registration and/or licensing requirements, if any;
  - (xi) Comply with the police check requirement set out in Schedule 3;
  - (xii) Immediately comply with any procedures or directions given by Approved Provider in relation to the provision of Services including reasonable directions that a particular member of Contractor's Personnel not provide Services;
  - (xiii) Immediately report to Approved Provider any risks or likely risks associated with the Services or damage to, defect or disrepair in the Equipment;
  - (xiv) Not, subject to clause 12.3, subcontract the provision of the Services to any other person or entities;
  - (xv) Ensure that Consumers are not provided with the private telephone numbers or addresses of any Personnel; and
  - (xvi) Ensure that its Personnel complies with the service standards and a breach of the service standards by its Personnel is deemed a breach of the service standards by the Contractor.
- (b) The Contractor acknowledges that it has obligations under the WHS Legislation in the Governing Jurisdiction to persons that could be affected by the conduct of its business and/or the performance of the Services and undertakes to comply with those obligations.

## **5 Payment and invoicing**

- (a) In consideration of the Contractor providing the Services in accordance with this Agreement, Approved Provider will pay the Contractor the Service Fees.
- (b) The Contractor must electronically provide a valid tax invoice to Approved Provider for the Services within 14 days after the end of each month in which the Services are provided.
- (c) Approved Provider may, in its discretion acting reasonably, reduce any payment due to the Contractor under this Agreement by any amount which the Contractor owes to Approved Provider.

## **6 Equipment**

- (a) The Contractor ensures the Equipment used as being in good operating condition and agrees that it will pay all costs of repairs of the Equipment during the Term except for normal wear and tear.
- (b) The Contractor must not:
  - (i) damage the Equipment; or
  - (ii) knowingly use or allow the Equipment to be used for any purpose other than that for which the Equipment is designed.

### **6.2 Contractor warranties**

- (a) The Contractor represents and warrants that, in providing the Services, that it and its Personnel:
  - (i) will exercise reasonable care, diligence and skill;
  - (ii) will ensure the Services are fit for the purpose required by Approved Provider;
  - (iii) will act in good faith; and
  - (iv) have the authority, skills, qualifications, experience, financial and other resources necessary to perform its obligations under this Agreement and comply with its terms.
- (b) The Contractor acknowledges that Approved Provider has executed this Agreement in reliance on the warranties in this clause.

## **7 No Solicitation**

7.1 The Contractor agrees that, during the Term and for the Restraint Period, it will not seek to directly or indirectly entice or induce any:

- (a) Consumer to:
  - (i) deal directly with the Contractor without the involvement of Approved Provider;
  - (ii) deal with any other provider instead of Approved Provider,
- (b) of Approved Provider's Personnel to work for the Contractor.

7.2 The Contractor and its Personnel must not solicit, Approved Provider or receive (whether directly or indirectly) any other benefit, advantage or inducement (whether monetary, or otherwise) in connection with the provision of the Services from any person (including a Consumer), without the prior written consent of Approved Provider.

7.3 For the purposes of clause 7.1, Restraint Period means the period of:

- (a) 2 years; or if a court considers this to be unreasonable
- (b) 1 year; or if a court considers this to be unreasonable
- (c) 6 months, following the expiry of this Agreement.

## 8 Termination

- (a) Approved Provider may in its absolute discretion and without cause terminate this Agreement immediately by notice in writing.
- (b) On termination of this Agreement nothing operates to discharge any party from its obligations arising under or in connection with this Agreement prior to the date of termination or expiry, or expressly provided by this Agreement to survive following termination of this Agreement, or which by their nature should continue to operate after termination.

## 9 Insurance

- (a) The Contractor must, at its own cost, effect and maintain, or cause to be maintained, insurance as specified in Schedule 2.
- (b) If requested, the Contractor must provide evidence of the insurance to satisfaction of Approved Provider.
- (c) The Contractor will indemnify Approved Provider for any deficiencies in the coverage or policy limits of the insurance policies effected and maintained by its Personnel, and for any workers compensation claim involving Personnel of the Contractor.

## 10 Indemnity

- (a) The Contractor releases and indemnifies Approved Provider and its Personnel (**those indemnified**) against any Loss which those indemnified suffer, sustain or incur in connection with:
  - (i) any act, error, or omission by the Contractor or its Personnel whether negligent, wilful or otherwise; and
  - (ii) any claim made by or on behalf of a third party in relation to or arising out of performance of the Services.
- (b) The indemnity in clause 10(a) will be reduced to the extent that any negligent or unlawful act or omission of Approved Provider or its Personnel caused the Loss.
- (c) Approved Provider will not be liable to the Contractor or any of its Personnel for any Loss sustained by any person except to the extent such Loss is directly caused by Approved Provider and naturally flows in the normal course of events from the occurrence of the event giving rise to liability for such Loss.
- (d) Approved Provider is not liable to the Contractor or any of its Personnel in contract, in tort (including negligence), in equity, by operation of statute or otherwise for any kind of Excluded Loss incurred or suffered by the Contractor or its Personnel.
- (e) This clause 10 will survive expiration or termination of this Agreement.

## 11 Goods and services tax

- (a) If GST is imposed on any supply made by a party (**Supplier**) to another party (**Recipient**), any consideration payable or to be provided by the Recipient for the supply is exclusive of GST.
- (b) The Recipient must pay to the Supplier, in addition to that GST exclusive consideration, the amount of the GST payable in relation to that supply in exchange for a valid tax invoice.

## 12 General

### 12.1 Records

- (a) The Contractor must maintain during the Term and, unless otherwise notified by Approved Provider, for 7 years after the Term, complete and accurate records relating to the performance of its obligations under this Agreement.

- (b) The Contractor agrees to make the Records available to Approved Provider for inspection and copying as requested by Approved Provider from time to time.

#### **12.2 Confidentiality, privacy and publicity**

- (a) The Contractor agrees to keep all of the Confidential Information strictly confidential and may only use the Confidential Information for the purpose of providing Services to a Consumer in accordance with this Agreement.
- (b) The Contractor must not disclose to any third party any confidential information obtained during the course of provision of the Services unless the disclosure is:
  - (i) permitted by law; or
  - (ii) with the written consent of the party who owns the information.
- (c) Immediately after the termination of this Agreement (for whatever reason), the Contractor must return all Confidential Information, including any copies or extracts to Approved Provider. Or if requested by Approved Provider, the Contractor must destroy all Confidential Information and provide Approved Provider with written confirmation of such destruction.

#### **12.3 Dispute resolution**

The parties will use all reasonable endeavours to first resolve the disputes by discussion between the parties. This clause 12.3 does not stop a party:

- (c) From seeking urgent or injunctive relief where that is necessary for the protection of a party's rights; or
- (d) Terminating this agreement under clause 8.

#### **12.4 Subcontracting**

The Contractor must not subcontract its rights or obligations under this Agreement without the prior written consent of Approved Provider.

#### **12.5 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws applicable in the Governing Jurisdiction.

#### **12.6 Amendment**

This Agreement may only be varied in writing signed by both parties.

#### **12.7 Entire agreement**

This Agreement, together with its schedules and any annexures, is the entire agreement of the Parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement.

**Executed as an agreement**

**APPROVED PROVIDER**

SIGNED for and on behalf of St John's  
Community Care by its authorised agent  
Theo Bacalakis

in the presence of:

Sonya Leonardi

(name of witness)

Redlynch QLD 4870  
(address of witness)

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(Approved Provider signature)



(signature of witness)

**CONTRACTOR**

SIGNED by Lea Readdy

For and on behalf of  
Queensland Meals on Wheels Services Ltd

in the presence of:

~~(name of witness)~~

~~(address of witness)~~

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(Contractor's signature)

~~(signature of witness)~~

OR

**CONTRACTOR**

EXECUTED by

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accordance with section 127  
*Corporations Act 2001* (Cth):

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(Director's signature)

(Director/Secretary signature)

## Schedule 1– Definitions and interpretation

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<b>Approved Provider</b>	means an entity that has been approved under the Act to provide Home Care
<b>Agreement</b>	means the agreement recorded in this document including in the Schedules and any annexures
<b>Applicable Laws</b>	means all laws, legislation, regulations, principles, government issued guidelines, industry standards and codes of practice that apply to the provision of the Services.
<b>Commencement Date</b>	means the commencement date detailed in Schedule 2.
<b>Conflict of Interest</b>	means a conflict of interest, or an apparent or potential conflict of interest arising through the Contractor or its Personnel engaging in any activity that is likely to interfere with or restrict the Contractor meeting its obligations under this Agreement fairly and independently.
<b>Confidential Information</b>	<p>means all oral or written information, data, knowledge, experience and other information relating to Approved Provider or a related body corporate of Approved Provider or the Service (and any information, materials or analysis derived from, containing or reflecting such information), whether of a financial, technical, scientific, technological, marketing, sales or legal nature and whether disclosed or acquired directly or indirectly before or after the date of this Agreement. Confidential Information includes:</p> <ul style="list-style-type: none"> <li>(a) all information, including contact and address information, relating to a Consumer that Approved Provider has provided to the Contractor;</li> <li>(b) all feedback, changes, reports, notes or any other documentation made by the Contractor or its Personnel in the course of providing Services to a Consumer; and</li> <li>(c) all information made available by or on behalf of Approved Provider which by its nature is confidential or the Contractor knows, or ought to know, is confidential.</li> </ul>
<b>Consumer</b>	means an individual who is receiving services from Approved Provider for which Approved Provider is engaging the Contractor's Services.
<b>Excluded Loss</b>	<p>means any:</p> <ul style="list-style-type: none"> <li>(a) loss of business opportunity;</li> <li>(b) loss of revenue;</li> <li>(c) loss of profit or anticipated profit;</li> <li>(d) loss of goodwill or loss arising from reputational damage;</li> <li>(e) loss arising from business interruption;</li> </ul> <p>directly or indirectly flowing from the occurrence of the event giving rise to liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into this Agreement; and</p> <ul style="list-style-type: none"> <li>(f) loss which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into this Agreement.</li> </ul>
<b>Equipment</b>	means any equipment owned by Approved Provider and provided to the Contractor for the delivery of Services under the terms of this Agreement.



<b>Governing Jurisdiction</b>	means the governing law detailed in Schedule 2, as per legislation in Queensland.
<b>GST</b>	has the same meaning given to that term in the GST Law and includes any amounts imposed as additional tax, penalty tax, fine, interest or other charge payable in respect of GST.
<b>GST Law</b>	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) ( <b>GST Act</b> ) including any regulations under the GST Act.
<b>National Police Certificate</b>	means a report prepared by the Australian Federal Police, an Australian Criminal Intelligence Commission (ACIC) or the police force or police service of a State or Territory, about a person's criminal conviction record.
<b>Loss</b>	means all loss, liability, damage, claims, injury (including disease or illness), death, expense (including legal expenses) or cost.
<b>Personnel</b>	means directors, officers, employees, agents or sub-agents, contractors or sub-contractors of a party.
<b>Services</b>	means the services detailed in Schedule 2.
<b>Service Fees</b>	means the service fees set out in Schedule 2.
<b>Service Standards</b>	means Approved Provider's service standards that the Contractor must comply with in providing the Services as set out in 4.1.
<b>Term</b>	means the period on and from the Commencement Date up to and including the Termination Date, or if the option under clause 2(b) is exercised, up to the end of that extended period.
<b>Termination Date</b>	means the earlier of the termination date specified in Schedule 2 and the date this Agreement is terminated in accordance with clause 8
<b>Training and Other Requirements</b>	means the training and other requirements set out in Schedule 2.
<b>WHS</b>	means work, health and safety.
<b>WHS Legislation</b>	means any of the following relating to work health and safety, dangerous goods or electrical safety: <ul style="list-style-type: none"> <li>(a) Applicable Laws in the Governing Jurisdiction;</li> <li>(b) codes of practice, Australian Standards and compliance codes; and</li> <li>(c) directions, notices and the like issued in accordance with any Applicable Laws.</li> </ul>

**Schedule 2– Service details**

PARTY DETAILS		
<b>Parties details</b>	<b>Approved Provider:</b> Attention: St John's Community Care Address: PO Box 44R, Redlynch Phone: 07 40399700 Fax: 07 40399777 Email: sjccl@sjccl.org.au	Attention: Lea Readdy  Company: Queensland Meals on Wheels Ltd  Address: Unit 16/ 27 South Pine Road, Strathpine QLD 4500  Phone: 3205 5588  Email: lea.readdy@qmow.org
<b>Parties Address for Notices:</b>	<b>Approved Provider:</b> Attention: St John's Community Care Address: PO Box 44R, Redlynch Phone: 07 40399700 Fax: 07 40399777 Email: sjccl@sjccl.org.au	Attention: Lea Readdy  Company: Queensland Meals on Wheels Ltd  Address: Unit 16/ 27 South Pine Road, Strathpine QLD 4500  Phone: 3205 5588  Email: lea.readdy@qmow.org
TERM		
<b>Commencement Date:</b>	ASAP	
<b>Termination Date:</b>	Annual Review	
SERVICES		
<b>Services:</b>	The Contractor must provide the following Services: Meal Delivery	
<b>Geographical Area (if applicable):</b>	Queensland	
FEES		
<b>Service Fees:</b>	Each region to supply when engaging in service	

TRAINING AND OTHER REQUIREMENTS	
<b>Policies and Procedures:</b>	Workplace Health and Safety, Privacy/Confidentiality, Duty of Care and Code of Conduct.
<b>Training/Qualifications:</b>	The service provider is experienced and competent to carry out the contract services, has had all the training required to carry out the service. The service provision must be carried out to all applicable industry standards and to the reasonable satisfaction of the approved provider.
<b>Other requirements:</b>	<p>The Contractor is required to provide:</p> <p><input type="checkbox"/> A copy of the Business Name Registration Certificate.</p> <p><input type="checkbox"/> A statutory declaration that states all Personnel:</p> <p><input type="checkbox"/> Have an up-to-date vaccination against influenza or, if the vaccination is not available to any member of Personnel, there is evidence of why the vaccination is not available to the person, for example a certificate issued by a medical practitioner certifying that the person has a medical contraindication to the vaccination.</p> <p><input type="checkbox"/> A valid yellow card, if the Consumer is an NDIS consumer, receiving the Services pursuant to an NDIS package.</p> <p><input type="checkbox"/> A valid National Police Check certificate.</p> <p><input type="checkbox"/> A valid Blue Card.</p> <p><input type="checkbox"/> A valid Driver's Licence</p> <p><input type="checkbox"/> (Where applicable) a valid professional licence.</p>
INSURANCE	
<b>Insurance Requirements:</b>	<p>The Contractor is required to attach a certificate of currency of the following insurance policies:</p> <p><input type="checkbox"/> Public Liability Policy – min \$10 Million for any one occurrence to be maintained during the Term</p> <p><input type="checkbox"/> Professional Indemnity Policy – min \$10 Million for any one occurrence to be maintained during the Term and for 6 years after the Term</p> <p><input type="checkbox"/> WorkCover Certificate of Currency for Workers compensation insurance as required under the legislation in any State or Territory of Australia, to cover all Personnel engaged in providing the Services</p> <p><input type="checkbox"/> Medical Indemnity for service providing Medical, Paramedical or Nursing Services (if Approved Provider requires this insurance policy)</p>
GOVERNING JURISDICTION	
<b>Governing Jurisdiction:</b>	Queensland

**Schedule 3– Police check requirements**

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An **Approved National Police Certificate** means a report prepared by the Australian Federal Police, an Australian Criminal Intelligence Commission (ACIC) or the police force or police service of a State or Territory, about a person's criminal conviction record.

1. The Contractor must (as per its statutory declaration):
  - (e) ensure that all its Personnel engaged in the provision of the Services have an Approved National Police Certificate not more than 3 months old;
  - (f) ensure that all its Personnel engaged in the provision of the Services to a Child has a Blue Card not more than 3 years old;
  - (g) provide a copy of the Approved National Police Certificate and the Blue Card to Approved Provider upon request;
  - (h) give Approved Provider a statutory declaration that all of its Personnel have an Approved National Police Certificate; and
  - (i) notify Approved Provider of any issues which are identified through any checks, which could reasonably be considered to affect the person's suitability to provide the Services; and
  - (j) provide all assistance Approved Provider reasonably requires to comply with its obligations under Applicable Laws with respect to criminal history checks.
2. To ensure Approved Provider complies with its obligations under Applicable Laws with respect to criminal history checks it must be satisfied the Contractor meets the Applicable Laws in relation to criminal history checks. The Contractor must, upon request:
  - (a) give Approved Provider access to its systems and procedures in relation to criminal history checks;
  - (b) provide such information and documents as Approved Provider request as required to satisfy Approved Provider that the Contractor is complying with its systems and procedures in relation to criminal history checks;
  - (c) take such action as may be required by Approved Provider to remedy any issues identified with the Contractor's systems and procedures in relation to criminal history checks; and
  - (d) give Approved Provider upon request a copy of all documents in relation to criminal history checks.
3. The Contractor will undertake the police checks at its own expense.
4. If a member of Personnel of this Contractor has been at any time since they turned 16, a citizen or permanent resident of a country other than Australia, the staff member must make a statutory declaration stating that the person has never been convicted of murder or sexual assault or convicted of, and sentenced to imprisonment for, any other form of assault.
5. If a national police certificate in respect of Personnel of this Contractor records any criminal history, the Contractor agrees not to allow the Personnel to provide Services until Approved Provider has been given the opportunity to consider whether the staff member is a suitable person having regard to the criminal history.
6. Approved Provider may request that Personnel not provide Services under this Agreement on the basis that there is no current police certificate or having regard to any criminal history disclosed by the police certificate. Such request will be reasonable.
7. The Contractor must not retain volunteers to provide Services under this Agreement.