



SUB-CONTRACTING AGREEMENT (Direct Service by Vendors)

Homecare South Brisbane Pty Ltd Trading as "Right at Home Brisbane South"

and

Meals on Wheels Queensland

CONTRACT NUMBER VENDOR: RAHBS/V022

July 2018

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This agreement is made the 30 day of September 2020

BETWEEN

Home Care South Brisbane Pty Ltd Trading as Right at Home Brisbane South ABN 80 626 667 678 of Oxley House, 1B 20 Hockings street, West End , QLD, 4101 (RAHBS) Approved Provider NAPS Number 8350

AND

Meals on Wheels Queensland ABN: 63 104 919 974 , of [16 / 27 South Pine Road, Brendale QLD 4500] (Service Provider)

Recitals

- A. RAHBS is a home care provider approved under the Aged Care Act (1997). RAHBS's objective is to provide a range of home care programs intended to deliver support to the aged and frail to assist them to live in their own homes for as long as possible. These programs are delivered in terms of a Home Care Agreement signed between the Client and RAHBS. RAHBS is, in turn, sub-contracting the Services under this agreement to the Service Provider.
- B. RAHBS is providing services in terms of the Home Care Common Standards as set by the Australian Aged Care Quality Agency
- C. RAHBS subscribes to the principles of Consumer Directed Care (CDC) as laid down by the Commonwealth Government in the Aged Care Act (1997). CDC is a model of service delivery designed to give more choice and flexibility to consumers. Consumers who receive a Home Care Package will have more control over the types of care and services they access and the delivery of those services, including who delivers the services and when.
- D. The Service Provider has represented to RAHBS that it is able to provide the Services which will assist RAHBS to achieve its objective.
- E. RAHBS and the Service Provider have agreed that the Service Provider will provide the Services to or on behalf of RAHBS in accordance with the terms and conditions of this Agreement.

Schedules and Schedules

The following schedules and Schedules form part of this Agreement:

Schedule – Definitions and interpretation

Schedule 1 – Service details

Schedule 2 – Service Request and Authorisation Form SA-002

Schedule 3 – Key Performance Indicators

Schedule 4 – Police certificate requirements

Schedule 5 – Service standards

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- (a) words and phrases used have the meanings as set out in the Schedule; and
- (b) unless the context otherwise requires, the rules of interpretation set out in the Schedule will apply.

2. TERM

- 2.1 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.
- 2.2 RAHBS may at its option, extend the initial term for a further 12 month period from the Termination Date by giving the Service Provider notice in writing at least 1 month prior to the Termination Date. The terms of this Agreement will continue to apply to any extended term, unless otherwise agreed by the parties.

3. TERMS OF APPOINTMENT

- 3.1 The Service Provider is appointed to provide the Services in accordance with this Agreement.
- 3.2 The Service Provider is an independent contractor of RAHBS. This Agreement does not create a relationship of employer and employee, principal and agent, or partnership between RAHBS and the Service Provider, or any of its Personnel.
- 3.3 The Service Provider will be responsible for the payment of all amounts related to the engagement of its Personnel, including wages, leave, statutory entitlements and superannuation.
- 3.4 The Service Provider indemnifies RAHBS from and against any Loss suffered by RAHBS, including any claim for wrongful termination or redundancy payments, claimed by or arising from the appointment, engagement or termination of any member of Service Provider Personnel.
- 3.5 The Service Provider acknowledges and agrees that:
 - (a) this Agreement is not exclusive, in that:
 - (i) RAHBS may appoint another person to provide services equivalent or similar to the Services;
 - (b) RAHBS does not warrant or represent that it will purchase any or a certain level of Services from the Service Provider and RAHBS does not guarantee that any amount or a minimum amount of Service Fees will be payable to the Service Provider under this Agreement.

4. ORDERING OF SERVICES

- 4.1 RAHBS will identify Clients in need of Services within their Franchise Territory.

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- 4.2 RAHBS will only pay for Services delivered by the Service Provider which are authorised and provided in accordance with the ordering process set out in this clause, unless otherwise agreed by RAHBS at its discretion. Circumstances where RAHBS may agree otherwise include in the event of an Emergency, or as a temporary measure pending the review of a Care Plan.
- 4.3 The ordering process for Services is as follows:
- a) Once the Client has signed the Home Care Agreement, the RAHBS Case Manager will issue to the Service Provider a Service Request Form (**Request Form SA-002 in Schedule 2**) specifying:
 - (i) the Services required by RAHBS to meet its obligations as laid out by the Government;
 - (ii) the Client to whom Services are to be provided;
 - (iii) the commencement date and time of Services;
 - (iv) a detailed description of the tasks to be performed,
 - b) If a Request Form is unable to be issued prior to the required commencement time of the Services, the Case Manager may issue a verbal request for the Services. The Case Manager will issue a Request Form confirming his or her verbal instructions as soon as reasonably practicable, and noting the date and time that the Services commenced (if applicable).
 - c) The Service Provider must accept the Services requested within 24 hours of receiving the request. Acceptance of the Services must be communicated by the Service Provider accepting the Request Form or other written notice and sending a copy to RAHBS by fax or such other method approved by RAHBS.
 - d) Once the Service Provider accepts the request, the Service Provider must commence the Services on the agreed date and time, in accordance with the Service Request Form and the terms of this Agreement.
 - e) The Service Provider must not accept written or verbal instructions in relation to the ordering of Services from any person other than the Case Manager, or the Case Manager's authorised delegate (such as RAHBS team leader, client services manager or an alternative Case Manager).
 - f) If the Request Form is inconsistent with the terms of this Agreement, this Agreement will prevail to the extent of the inconsistency.

5. PROVISION OF SERVICES

- 5.1 The Service Provider will provide the Services at its cost in accordance with:
- (a) the Service Standards set out in Schedule 2;
 - (b) all Applicable Laws;
 - (c) all Policies and Procedures and directions provided by RAHBS; and
 - (d) the Request Form and the terms of this Agreement.
- 5.2 The Service Provider must obtain and must ensure that its Personnel obtain, at its expense, any necessary licences, permits, qualifications, registrations and other statutory requirements necessary for the performance of the Services under this Agreement, including, without limitation, those qualifications for its Personnel referred to in clause 9.
- 5.3 The Service Provider must:

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- (a) assist RAHBS in assessing the Service Provider's compliance with Service Standards set out in Schedule 5 and Key Performance Indicators set out in Schedule 3, including by providing reports measuring compliance as reasonably required by RAHBS; and
 - (b) meet or exceed the Key Performance Indicators within each timeframe for assessment; and
 - (c) promptly notify RAHBS of anything that may or will affect the ability of the Service Provider to satisfy the Key Performance Indicators or Service Standards.

5.4 Without limiting any other obligations under this Agreement, the Service Provider must:

- (a) manage, supervise and administer its Workers at all times in relation to performance of the Services;
- (b) deliver to RAHBS all notices and documents received from time to time by the Service Provider in relation to a Client, Care Plan and Progress Notes that are relevant to the Services;
- (c) give consideration to all communications and representations from time to time made by RAHBS in respect of Clients, Care Plans and the Services;
- (d) immediately report to RAHBS any risks or likely risks associated with the Services; and
- (e) report to RAHBS any Reportable Incidents and Emergencies in accordance with this Agreement.

6. APPROVED PROVIDER'S OBLIGATIONS

6.1 RAHBS will:

- a) pay the Service Provider the Service Fee in accordance with clause 16.
- b) make available and issue to the Service Provider any relevant instructions or other Material, as reasonably required for the delivery of Services under this Agreement;
- c) use its reasonable endeavours to ensure that there is no impediment to the Service Provider's access to Clients; appoint and make available Case Managers in accordance with clause 7; and
- d) provide reasonable assistance as requested by the Service Provider from time to time, to allow the Service Provider to competently carry out its responsibilities under this Agreement.

7. ROLE OF CASE MANAGER

7.1 Case Managers will be appointed by RAHBS and notified to the Service Provider. Any change in Case Manager will be notified to the Service Provider in writing.

7.2 The role of the Case Manager is to:

- a) assess the needs of Clients,
- b) liaise with the Service Provider's Supervisor.
- c) develop, implement, monitor and review Care Plans in association with Clients;
- d) issue requests for Services in accordance with clause 4;
- e) ensure the Care Plans are being delivered in accordance with Policies and Procedures, by monitoring the Service Provider's delivery of Services to Clients; and
- f) provide the overall direction in relation to a Client's care needs to the Service Provider.

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- 7.3 The Case Manager will be primarily responsible for communicating with the Client except in the following cases:
- a) where the Service Provider needs to inform the Client of a change to their appointment time with a worker;
 - b) where communication has otherwise been agreed by RAHBS and recorded in the Care Plan.

8. CLIENTS AND CARE PLANS

- 8.1 RAHBS will provide the Service Provider with a copy of the Client's Care Plan.
- 8.2 Each Client will have a RAHBS Client Home Record file kept at their home containing:
- (a) Care Complaints and Incidents
 - (i) CS-011 Client Risk Notification Form
 - (ii) CS-001 Hazard & Risk Assessment Matrix
 - (iii) CS-002 Hazard Identification and Report Form
 - (iv) CS-007 Incident and Accident Report
 - (v) CL-016 Comments and Complaints
 - (b) Inside Back Cover
 - (i) CL-019 Client Feedback Form
- 8.3 All Care Plans must be discussed with the designated Worker ('s) by the Service Provider's Supervisor to ensure the Worker understands the Client's needs and can perform the required tasks.
- 8.4 The Service Provider must inform the Case Manager of any change in circumstances, issues or concerns regarding a Client as soon as they arise. These must be recorded in Progress Notes after every visit. Where information is provided verbally in the first instance, the Service Provider should confirm that information in writing to the Case Manager.
- 8.5 In order to comply with clause 8.6 the Service Provider must implement a process where Workers are required to report any changes in a Client's circumstances, through the Progress Notes, to their Supervisor who will inform the Case Manager. Where Workers have an urgent concern regarding a Client they should phone their Supervisor during or immediately after the Visit.
- 8.6 If the Service Provider considers that a Service for a particular Client should be increased or otherwise varied, the Service Provider may request that the Case Manager review the Client's Care Plan. The Case Manager may authorise a temporary variation in Services pending a full review of the Care Plan.
- 8.7 A Case Manager may revise a Client's Care Plan and alter a Service request following reasonable consultation with the Client, Workers, and the Service Provider if the Case Manager considers it appropriate.
- 8.8 RAHBS will be responsible for arranging and conducting a Care Plan review meeting, and inviting the relevant stakeholders. RAHBS may require that particular Service Provider Supervisor attend the Care Plan review. Where a Worker is required to attend, RAHBS will reimburse the Service Provider for any reasonable costs associated with their attendance. Otherwise, the Service Provider will bear its own costs of complying with this clause.
- 8.9 The Service Provider Supervisor must be made aware of the appropriate lines of communication regarding the Services:

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- a) Workers must not provide a Client with their telephone numbers or other contact details, or otherwise encourage contact outside of appointments;
 - b) where communication is permitted between a Client and the Service Provider under clause 8.11 (b) to (d), that communication must take place between the Supervisor and the Client;
 - c) only a Supervisor should communicate with a Case Manager directly, unless there is an Emergency or it is impractical in the circumstances to do so; and
 - d) only the Case Manager and/or Supervisors should communicate with the Client's doctor or other medical services, unless there is an Emergency or the Client has expressly requested that the Service Provider contact their doctor on their behalf.

9. SERVICE PROVIDER PERSONNEL REQUIREMENTS

9.1 The Service Provider must ensure that:

- (a) all of its Supervisors and other Personnel engaged at a management level are aware of and understand the terms of this Agreement; and
- (b) all of its Personnel comply with the terms of this Agreement.

9.2 The Service Provider will be responsible for all acts and omissions of its Personnel.

9.3 The Service Provider must provide to RAHBS on or before the Commencement Date and on request by RAHBS during the Term, such documentary evidence as may be reasonably requested by RAHBS as to the:

- (a) qualifications;
- (b) professional experience;
- (c) registrations;
- (d) criminal history,

of its Personnel who may be reasonably likely to be engaged or involved in performance of the Services.

9.4 In relation to clause 9.3, the Service Provider must comply with the requirements listed in Schedule 4, to the satisfaction of RAHBS .

9.5 The Service Provider must appoint a suitably qualified and experienced Supervisor to be on duty at all times that its Workers are performing the Services. The Supervisor is required to provide support to the Workers and ensure the Services are delivered in accordance with the Care Plan and this Agreement.

9.6 The Service Provider must ensure that all of its Workers:

- have undertaken appropriate and regular training and skill development relevant to the Services, including those set out in Schedule 1;

10. REMOVAL AND REPLACEMENT OF SERVICE PROVIDER PERSONNEL

10.1 The Service Provider must have sufficient resources of Workers who meet the requirements of RAHBS under this Agreement, to perform the Services as and when required by RAHBS .

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- 10.2 The Service Provider must immediately comply with any reasonable direction received from a RAHBS Case Manager that a particular Worker not provide Services, either at all or in respect of a particular Client.
- 10.3 Where a Worker takes leave which may impact on the delivery of the Services, the Service Provider must arrange for a suitable alternate Worker to be made available during any such period of leave.

11. VARIATION AND CANCELLATION OF SERVICES

- 11.1 RAHBS may, in its absolute discretion, alter or discontinue the provision of Services to a Client at any time by providing written notice to the Service Provider, and the Service Provider must promptly comply with any directions issued by RAHBS in this regard.
- 11.2 RAHBS will pay the relevant proportion of Service Fees for any part of the Services performed prior to the cancellation or variation.

12. WORKPLACE HEALTH AND SAFETY OBLIGATIONS

- 12.1 Without limiting the Service Provider's obligations under this Agreement, the Service Provider must ensure that the Services are delivered in accordance with WHS legislation.
- 12.2 The Service Provider must comply with WHS policies and procedures, and ensure that its Personnel are aware of the terms of these documents.
- 12.3 The Service Provider is responsible for:
- (a) notifying RAHBS immediately of any Notifiable Incidents, and complying with all obligations under WHS legislation in relation to Notifiable Incidents;
 - (b) identifying and assessing any WHS risks or potential WHS risk relating to the Services;
 - (c) notifying the Case Manager of the identified risk, in which event the Case Manager may conduct its own assessment and provide recommendations to address the risk;
 - (d) any Services provided by the Services Provider:
 - (i) while the risk is being assessed or addressed, or after the risk is addressed; or
 - (ii) if RAHBS decides in its absolute discretion not to address the risk,
 - (e) ensuring that its Workers:
 - (i) report any potentially hazardous situations or safety concerns at the Client's home to the Supervisor;
 - (ii) report any safety incidents and near misses (being an occurrence that might have led to an injury or illness) to the Supervisor;
 - (iii) comply with best practice safety precautions, such as commonly accepted precautions against infectious diseases such as HIV/AIDS and Hepatitis regardless of the Client's known health status;
 - (iv) do not use any equipment which appears to be unsafe and report such equipment to the Supervisor;
 - (v) do not smoke while performing the Services;

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- (vi) have a blood alcohol level of zero and are not affected by any illegal drugs while performing the Services;
 - (vii) receive appropriate and responsive support from the Service Provider, upon the Worker being involved in an accident or incident in the course of his or her duties,
 - (f) ensuring that the Supervisor reports to RAHBS any Notifiable Incidents, hazardous situations, safety concerns, accidents or incidents, near misses or other WHS matter relevant to the Services and the Service Provider's Personnel, for the Supervisor to resolve in accordance with RAHBS's instructions (if any).

13. REPORTABLE INCIDENTS

- 13.1 The Service Provider must report any Reportable Incident to RAHBS on the date it occurs, or on the following Business Day if outside of Business Hours. Reportable Incidents include any improper conduct in relation to Clients, RAHBS, the Service Provider, Personnel or otherwise in relation to the Services.
- 13.2 RAHBS will inform the Service Provider of any allegations of improper conduct which involve the Service Provider or its Personnel, where such allegations are received from a third party.
- 13.3 Where there has been a Reportable Incident, RAHBS may do any or all of the following in its absolute discretion:
 - a) investigate the complaint itself, in which case the Service Provider must provide RAHBS with all reasonable cooperation and assistance;
 - b) require the Service Provider to investigate the complaint and suggest measures to address the complaint;
 - c) require the Service Provider to withdraw its Personnel who are subject to the complaint from any contact with a Client;
 - d) report the allegation to a relevant disciplinary body; and
 - e) report the allegation to police or other statutory authority.
- 13.4 Without limiting its obligations under this Agreement, the Service Provider will cooperate with RAHBS and take all necessary action in relation to a Reportable Incident, to ensure the immediate safety and welfare of the Client.

14. MEDICATION

- 14.1 Medication must not be administered, supervised or monitored by any Service Provider Supervisor, or in any other manner, other than as set out in Schedule 1.

15. EMERGENCIES

- 15.1 The Service Provider must:
 - a) develop, regularly maintain, implement and follow written procedures for responding to Emergencies involving a Client; and
 - b) Comply with Right at Home Emergency Action Plan CP-003

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- 15.2 In the event of an Emergency, the Service Provider must immediately activate its Emergency procedures and inform the Case Manager, or RAHBS's after-hours service.
- 15.3 Any additional Services required in the event of an Emergency will be coordinated and agreed to by RAHBS. RAHBS will bear the costs of any additional Services in the event of an Emergency.

16. PAYMENT AND INVOICING

- 16.1 Subject to this clause 16, in consideration of the Service Provider providing the Services under and in accordance with this Agreement, RAHBS will pay the Service Provider the Service Fees.
- 16.2 The Service Provider must electronically provide a valid tax invoice to RAHBS for the Services each week in which the Services are provided. The tax invoice must specify:
- a) the name of the Client and/or RAHBS Client ID number;
 - b) the date the Services were provided;
 - c) the quantity of Services provided, including type and unit cost (exclusive and inclusive of GST);
 - d) any other approved costs or reimbursements incurred in performing the Services, such as travel;
 - e) the total Service Fees claimed (exclusive and inclusive of GST) and the total amount of GST claimed;
 - f) account details for an electronic funds transfer (EFT) payment; and
 - g) any other requirements notified by RAHBS from time to time.
- 16.3 Subject to the Service Provider's compliance with this clause, RAHBS will pay invoices via EFT to the account nominated by the Service Provider, within 14 days of receipt, except where RAHBS disputes the invoice, in which case:
- a) RAHBS will pay the undisputed part of the relevant invoice (if any) and dispute the balance; and
 - b) if the resolution of the dispute determines that RAHBS is to pay an amount to the Service Provider, RAHBS will pay that amount upon resolution of the dispute.
- 16.4 RAHBS may reduce any payment due to the Service Provider under this Agreement by any amount which the Service Provider must pay RAHBS, including costs, charges, damages and expenses and any debts owed by the Service Provider to RAHBS on any account whatsoever. This does not limit RAHBS's right to recover those amounts in other ways.
- 16.5 A payment made pursuant to this Agreement will not be taken or construed as proof or admission that the Services performed or any part of the Services performed were to the satisfaction of RAHBS but will only be taken to be payment on account.

17. SERVICE PROVIDER WARRANTIES

- 17.1 The Service Provider represents and warrants that it has conducted adequate investigations in relation to RAHBS's requirements, and has the authority, skills, experience, financial and other resources necessary to perform its obligations under this Agreement and comply with its terms.
- 17.2 The Service Provider represents and warrants that, in providing the Services, it:
- (a) will exercise reasonable care, diligence and skill;
 - (b) will ensure the Services are fit for the purpose required by RAHBS;

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- (c) will act in good faith in a manner that is honest, efficient and fair;
 - (d) will ensure that its Personnel who are engaged in the provision of the Services will not breach or cause the Service Provider to breach this Agreement.

17.3 The Service Provider represents and warrants that it and its Personnel:

- (a) possess and will maintain the skill, experience and ability to provide the Services to the Service Standards and to the standard expected of a prudent person experienced in the performance of services of a similar kind;
- (b) will perform the Services with due care and skill;
- (c) will hold and maintain all requisite authorisations with relevant professional bodies in the State or Territory in which the Services are provided and will have fulfilled any Training Requirements;
- (d) have not had any adverse findings made or any conditions imposed relating to their professional registrations; and
- (e) have not been convicted of a criminal, sexual or violent offence or any offence in relation to their professional activities.

17.4 The Service Provider acknowledges that RAHBS has executed this Agreement and agreed to take part in the transactions that this Agreement contemplates in reliance on the representations and warranties in this clause.

18. REPORTS, MONITORING AND AUDITS

18.1 The Case Manager may contact or visit a Client at any time in order to inquire into, monitor and assess the delivery of Services and the Client's satisfaction with those Services.

18.2 RAHBS may take other steps as reasonably necessary to periodically audit the Service Provider's compliance with this Agreement, including the Service Standards and Key Performance Indicators. The Service Provider agrees to cooperate with RAHBS including by:

- a) attending or making available a member of its Personnel (either a Supervisor, Worker or such other person nominated by RAHBS) to attend a quality audit review, at a time to be agreed between the parties;
- b) providing RAHBS with information which is reasonably necessary to assess compliance with this Agreement, at the times and in the manner requested by RAHBS ; and
- c) granting RAHBS reasonable access to its premises and Records during Business Hours, upon reasonable notice being provided by RAHBS .

18.3 The Service Provider must bear its own costs of complying with this clause and attending to any review or audit.

19. RECORDS

19.1 The Service Provider must maintain during the Term and, unless otherwise notified by RAHBS , for 7 years after the Term, complete and accurate records relating to the performance of its obligations under this Agreement (**Records**).

19.2 The Service Provider must provide to RAHBS copies of the Records on request in writing.

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- 19.3 The Service Provider must keep the Records separate from all other records held by the Service Provider.
- 19.4 The Service Provider agrees the Records will remain at all times the property of RAHBS. The Service Provider assigns to RAHBS all right, title and interest (including Intellectual Property Rights) in the Records to RAHBS.

20. REVIEW

- 20.1 The parties will meet at least once a year during the Term to discuss performance of this Agreement, including the Services, Service Standards and Key Performance Indicators.
- 20.2 If RAHBS is not reasonably satisfied with the performance of any of the Service Provider's Personnel as a result of the review, RAHBS may notify the Service Provider in writing and require the Service Provider to cease using or replace the relevant Personnel for the purposes of this Agreement.
- 20.3 If RAHBS is not reasonably satisfied with the performance of the Service Provider, RAHBS may terminate this Agreement on 10 Business Days' notice to the Service Provider.

21. CONFLICT OF INTEREST

- 21.1 The Service Provider represents and warrants that:
- (a) at the time of entering into this Agreement and after making diligent inquiry:
 - (i) it is not aware of any actual or potential Conflict of Interest; and
 - (ii) no Conflict of Interest is likely to arise in the performance of the Service Provider's obligations under this Agreement;
 - (b) it will immediately notify RAHBS in writing if it becomes aware of any actual or potential Conflict of Interest, making full disclosure of all relevant information relating to the Conflict of Interest and the steps the Service Provider proposes to take to resolve or otherwise deal with the Conflict of Interest; and
 - (c) it will take all steps as RAHBS reasonably requires to resolve or otherwise deal with the Conflict of Interest.
- 21.2 The Service Provider and its Personnel must not solicit, accept 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 Client), without the prior written consent of RAHBS.

22. DEFAULT AND TERMINATION

- 22.1 A party may terminate this Agreement without cause by giving 30 days written notice to the other party.
- 22.2 In addition to any other right of termination expressly provided for in this Agreement, RAHBS may terminate this Agreement immediately by notice in writing if any of the following occur:
- (a) the Service Provider breaches a Material Term of this Agreement;

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- (b) the Service Provider fails to remedy a breach of any other term of this Agreement within 14 Business Days of being asked to do so by RAHBS ;
 - (c) the Service Provider is in breach of any warranty in clause 17;
 - (d) the conduct of any Service Provider Personnel damages or adversely affects or is likely to damage or adversely affect:
 - (i) a Client;
 - (ii) the relationship between RAHBS and any of its Clients; or
 - (iii) RAHBS, including its business or reputation.

22.3 If the Service Provider:

- (a) fails to meet or exceed the same Key Performance Indicator in 2 consecutive assessment periods; or
- (b) fails to meet or exceed 4 Key Performance Indicators in a 6 month period,

RAHBS may terminate this Agreement immediately by providing written notice to the Service Provider. Termination under this clause will not limit any other right RAHBS has in relation to the Service Provider's failure to meet or exceed the Key Performance Indicators, including without limitation, the right to recover damages from the Service Provider.

22.4 This Agreement may be terminated immediately by either party by notice in writing to the other party if the other party suffers an Insolvency Event. An *'Insolvency Event'* includes:

- (a) in relation to a natural person, becoming bankrupt, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing his or her own affairs or being able to pay his/her debts when due; and
- (b) in relation to a corporation, failing to comply with a statutory demand, becoming subject to receivership, winding up proceedings, having a controller or analogous person appointed to its affairs, entering into a compromise or arrangement with its creditors or being unable to pay its debts when due.

22.5 On the termination or expiry of this Agreement, RAHBS will not make any cancellation or severance payments to the Service Provider or its Personnel.

22.6 On termination of this Agreement:

- (a) the Service Provider must not do anything (and must cease providing the Services) pursuant to this Agreement, except for any post termination Services that are requested by RAHBS for transition purposes;
- (b) 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, unless otherwise agreed in writing by the parties; and
- (c) those clauses which by their nature should continue to operate after termination will continue to the extent relevant, in particular, but not limited to, this clause 22 and the clauses dealing with confidentiality and privacy, dispute resolution and indemnity.

23. INSURANCE

- 23.1 The Service Provider must, at its own cost, effect and maintain, or cause to be maintained, insurance relevant to its obligations under this Agreement, as specified in Schedule 1.
- 23.2 The Service Provider must, on or prior to the Commencement Date and otherwise when requested by RAHBS, promptly satisfy RAHBS that each contract of insurance it is required to procure under this Agreement is current by providing to RAHBS certificates of currency and renewal certificates or other evidence reasonably required by RAHBS.
- 23.3 Taking out and maintaining insurance under this Agreement does not in any way limit the responsibilities, obligations or liabilities of the Service Provider under any other provision of this Agreement.
- 23.4 The Service Provider must ensure that all of its Personnel are insured as required by this Agreement and agree to abide by the requirements of this Agreement, as is appropriate given the nature of Services or work to be performed by them, as if they were the Service Provider.
- 23.5 The Service Provider will indemnify RAHBS 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 Service Provider Personnel.

23. INDEMNITY

- 23.6 The Service Provider releases and indemnifies RAHBS and its Personnel (**those indemnified**) against any Loss which those indemnified suffer, sustain or incur in connection with:
- a) any act, error, or omission by the Service Provider or its Personnel whether negligent, wilful or otherwise; and
 - b) any claim made by or on behalf of a Client or by a third party in relation to or arising out of performance of the Services.
- 23.7 The indemnity in clause 23 will be reduced to the extent that any negligent or unlawful act or omission of RAHBS or its Personnel caused the Loss.
- 23.8 The releases and indemnities in clause 23 provided by the Service Provider to those indemnified who are not parties to this Agreement are held on trust by RAHBS for the benefit of those indemnified and RAHBS may enforce the indemnities on their behalf.
- 23.9 RAHBS will not be liable to the Service Provider or any of its Personnel for any Loss sustained by any person except to the extent such Loss is directly caused by RAHBS and naturally flows in the normal course of events from the occurrence of the event giving rise to liability for such Loss.
- 23.10 RAHBS is not liable to the Service Provider 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 Service Provider or its Personnel.
- 23.11 This clause will survive expiration or termination of this Agreement.

24. CONFIDENTIALITY, PRIVACY AND PUBLICITY

- 24.1 The Service Provider must not disclose to any third party any Confidential Information obtained during the course of provision of the Services unless the disclosure is:

-
- (a) permitted by law; or
 - (b) with the written consent of the party who owns the information.
- 24.2 The obligation contained in clause 24 does not extend to information that:
- (a) is, or becomes public knowledge without the fault of the Service Provider;
 - (b) is lawfully, or becomes lawfully available to the Service Provider; or
 - (c) is independently developed by the Service Provider.
- 24.3 A party may not, without the prior written consent of the other party, provide to any other person a copy of this Agreement or disclose the contents of this Agreement or any provision of it to any other person except as is necessary for the performance of this Agreement or required to obtain legal or financial advice.
- 24.4 The Service Provider agrees to be bound by applicable privacy and data protection laws and policies with respect to any act done or practice engaged in by the Service Provider for the purposes of this Agreement in the same way and to the same extent as RAHBS would have been bound by them in respect of that act or practice had it been directly done or engaged in by RAHBS .
- 24.5 The obligations in this clause will survive the expiry or termination of this Agreement.
- 24.6 The Service Provider must not engage in any advertising, publicity or other announcement that directly or indirectly involves RAHBS or RAHBS's name unless specific prior written permission has been given by RAHBS.

25. INTELLECTUAL PROPERTY RIGHTS

- 25.1 RAHBS owns the Intellectual Property Rights in any:
- a) Materials provided to the Service Provider; and
 - b) Records kept,
- in relation to the Services or this Agreement, including any modifications or improvements thereto.
- 25.2 The Service Provider is responsible for the supervision, management and control of the Material and Records, and must:
- a) ensure that any Materials provided to the Service Provider are only used for the purpose for which they were provided;
 - b) use all reasonable endeavours to ensure that the Material and Records are kept secure and are protected from unauthorised access or use by any person; and
 - c) at RAHBS's option, return to RAHBS or permanently destroy and erase, all Materials and Records and copies thereof.
- 25.3 Subject to clause 19 and this clause, nothing in this Agreement will be construed as giving a party any licence, title, interest or other right to any Intellectual Property Rights of the other party or of any third party.

26. GOODS AND SERVICES TAX

- 26.1 The Service Provider warrants and represents that it has an Australian Business Number and is registered for GST purposes in accordance with GST Law.

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- 26.2 All amounts referred to in this Agreement are exclusive of GST unless otherwise specified.
- 26.3 If GST is imposed on any supply made by a party (**Supplier**) to another party (**Recipient**), to the extent that any consideration payable or to be provided by the Recipient for the supply is exclusive of GST, 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.
- 26.4 The GST amount payable by the Recipient under clause 26.3 is only payable if the Supplier provides a valid tax invoice.
- 26.5 If the GST amount paid by the Recipient differs for any reason from the amount of GST paid or payable by the Supplier to the Commissioner of Taxation, the difference between the two amounts must be paid by or to the Recipient (as the case requires), but no amount is payable to the Recipient unless the Supplier is entitled to a refund and has been paid the refund from the Commissioner of Taxation.
- 26.6 This clause remains in force after termination or completion of this Agreement.

27. GENERAL

27.1 Dispute resolution:

The Parties will use all reasonable endeavours to first resolve disputes by discussion between representatives of both parties. This clause 27 does not stop a party:

- a) From seeking urgent or injunctive relief where that is necessary for the protection of a party's rights; or
- b) Terminating this agreement under clause 22

27.2 Subcontracting

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

27.3 Further action

Each party must use reasonable efforts to do, do all things reasonably necessary to effectively carry out and give full effect to this Agreement.

27.4 Governing law

This Agreement is governed by and is to be construed in accordance with the law applicable in Queensland.

Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, and all courts which have jurisdiction to hear appeals from those courts.

27.5 Notice

- (a) A party giving notice under this Agreement must do so in writing directed to the recipient's address specified in Schedule 1 or such other address as the party may have notified in writing.
- (b) A notice given in accordance with clause (a) is taken to be received:
 - (i) if hand delivered, on delivery during Business Hours of the recipient otherwise on the next Business Day; or
 - (ii) if sent by prepaid registered post, three (3) days after the date of posting.

27.6 Amendment

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

27.7 Counterparts

This Agreement may be executed in original form and in any number of counterparts and all counterparts taken together will constitute one and the same instrument.

27.8 Time of the Essence

Time is of the essence in respect of any obligation under this Agreement.

27.9 Entire agreement


This Agreement, together with its Schedules and schedules, 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

SIGNED for and on behalf of **RAHBS** by
its authorised agent

Johan Lombaard

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)
)
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)
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)


(Representative/Agent signature)

Date: 16/01/23

SERVICE PROVIDER

EXECUTED by

Meals on Wheels Queensland

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

)
)
)
)
)
)
)
)
)
)
)


(Service Provider signature)

Date: 15/2/23

SCHEDULE 1 – SERVICE DETAILS

PARTY DETAILS	
Agreement Contact Officers:	Approved Provider: Attention: Johan Lombaard Position: Office Manager Address: 69 Old Cleveland Road, Stones Corner , QLD 4120 Phone: 07 31937379 Email: accounts.bs@rightathome.com.au Service Provider: Attention: Position: Supervisor Address: Phone: Mobile: Fax: Email:
Parties Address for Notices:	Approved Provider: Attention: Marianne Lombaard Position: Director, RAHBS Address: , 4101 Phone: 07 31937379 Fax: Email: johan.l@rightathome.com.au Service Provider: Attention: As per Contact list Position: Area Managers Company: Meals on Wheels Queensland Address: 16 / 27 South Pine Road, Brendale QLD 4500 Phone: Area Contact list Fax: Email: Specific contact details per office
TERM	
Commencement Date:	1 January 2023

Termination Date:	Ongoing until cancelled
NOTE:	Irrespective of the date of termination, clients may choose to terminate services at any point. No notice will be given to the Service Provider, although the overall Sub-contracting Agreement may still continue or be terminated as per clause 22
SERVICES	
Services:	<p>The Service Provider must provide the following Services:</p> <ul style="list-style-type: none"> • Delivering Meals services to a HCP Client as set out in the Request Form SA-Service Request form •
Geographical area of Services:	
Service Provider Personnel expertise:	<p>Specific Client groups: Delivering Meals as required</p> <p>Languages: English</p>
FEES	
Service Fees:	<p>As per Scheduled Fee and revised from time to time</p> <p>As per itemised invoice</p>
INSURANCE	
Insurance Requirements:	<ul style="list-style-type: none"> • Workers compensation insurance as required under the legislation in any State or Territory of Australia, to cover all Personnel engaged in providing the Services. • Public liability insurance for at least the sum of \$20,000,000 for any one occurrence, to be maintained during the Term. • Professional indemnity insurance for at least the sum of \$10,000,000 for any one occurrence, to be maintained during the Term and for 6 years after the Term.-Not Required • Director's and Officer's Insurance.-Not required • Registered Nurses must have their own Professional Indemnity insurance (at their expense) as offered by the Trade Union.-Not required

SCHEDULE 2 – RIGHT AT HOME Brisbane South SERVICE REQUEST FORM (VENDOR) (AD-026)

This form is to be used by RAHBS Case Managers when contacting Vendors to arrange goods or services for a Client. One copy is sent to the Vendor with copies also

- Saved to Client's file on People Planner
- Filed with Sub-contracting and Brokerage Agreement (Admin)

Agreement Number	RAHBS / V022
Contact Name of Service Provider	As per contact list
Business Name of Service Provider	Meals on Wheels Queensland
Contact details of Service Provider	Address: 16 / 27 South Pine Road, Brendale QLD 4500 Phone: As per contact list Email: as per contact list
Client for whom services are to be provided	RAHBS clients as notified to Service provider
Services to be provided	Meals on Wheels per Service Engagement Form
Days and times of service(s)	Schedule to be advised per client and approved by Right at Home Brisbane South care coordinator
Where services are to be provided	Brisbane QLD
Minimum Qualifications / skills <u>required</u> by all Vendors working with the Client	Federal Police Clearance

Requesting Officer Details	
Requesting RAHBS Officer:	Johan Lombaard
Position:	Office Manager
Phone:	073193 7379
Fax:	NA
Email:	accounts.bs@rightathome.com.au
Payment Details	
Contact for Account Payment:	Johan Lombaard
Address for invoices:	accounts.bs@rightathome.com.au
<p>Invoices must contain the following information, if relevant:</p> <ul style="list-style-type: none"> • The name of the Client and/or RAHBS Client ID number • The date the Services were provided • The quantity of Services provided, including type and unit cost (exclusive and inclusive of GST) • Any other approved costs or reimbursements incurred in performing the Services • The total Service Fees claimed (exclusive and inclusive of GST) and the total amount of GST claimed • Account details for an electronic funds transfer (EFT) payment 	

SCHEDULE 3 – KEY PERFORMANCE INDICATORS

The Service Provider will demonstrate to RAHBS that it has provided services to the required standard through the following indicators:

- **Positive feedback received from client:** At the end of the first week of services, the client or their carer/family are contacted by the Case Manager to determine if the standard of Service is to the level required. This is captured using the Client Feedback Form CL-019. This process is repeated at client reviews
- **Timely invoicing for services provided:** The Service Provider must electronically provide a valid tax invoice to RAHBS for the Services within 14 days after the end of each month in which the Services are provided. RAHBS will not accept any invoice and will not pay any Service Fees relating to a previous financial year, where the invoice claiming those Service Fees is received by RAHBS after 31 July in the current financial year.
- **Continued compliance with other requirements of this Agreement:** RAHBS will undertake an audit of Service Provider records to ensure compliance with qualifications, training, criminal history screening and other requirements. The first audit will be 6-months from the Commencement Date thereafter every 12 months.
- **Supervisory Visits:** Service Provider must conduct Supervisory Visits to the Client's home every three months at a minimum, or more often as directed by the Care Manager. Use report Supervisory Visit report form CS-008.

SCHEDULE 4 – POLICE CHECK REQUIREMENTS

An **Acceptable National Police Certificate** means a report prepared by the Australian Federal Police, CrimTrac or the police force or police service of a State or Territory, about a person's criminal conviction record. See Right at Home Police Check Policy HR-087.

1. The Service Provider must:
 - (a) ensure that all its Personnel engaged in the provision of the Services have an Acceptable National Police Certificate not more than 3 years old;
 - (b) ~~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;~~
 - (c) provide a copy of the Acceptable National Police Certificate ~~and the Blue Card to RAHBS upon request,~~

give RAHBS a statutory declaration that all of its Personnel have an Acceptable National Police Certificate; and
 - (d) notify RAHBS 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
 - (e) provide all assistance RAHBS reasonably requires to comply with its obligations under Applicable Laws with respect to criminal history checks.
2. To ensure RAHBS complies with its obligations under Applicable Laws with respect to criminal history checks it must be satisfied the Service Provider meets the Applicable Laws in relation to criminal history checks. The Service Provider must, upon request:
 - (a) give RAHBS access to its systems and procedures in relation to criminal history checks;
 - (a) provide such information and documents as RAHBS requires on a quarterly basis to satisfy RAHBS *that the Service Provider is complying with its systems and procedures in relation to criminal history checks;*
 - (b) take such action as may be required by RAHBS to remedy any issues identified with the Service Provider's systems and procedures in relation to criminal history checks; and
 - (c) give RAHBS upon request a copy of all documents in relation to criminal history checks.
3. The Service Provider will ensure that it retains a police certificate registration number in respect of each member of Personnel, and must provide RAHBS with an organisational policy on employee national police checks.
4. The Service Provider will undertake the police checks at its own expense.
5. If a member of Personnel 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.

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6. If a national police certificate in respect of Personnel records any criminal history, the Service Provider agrees not to allow the Personnel to provide Services until RAHBS has been given the opportunity to consider whether the staff member is a suitable person having regard to the criminal history.
 7. RAHBS 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.
 8. The Service Provider must not retain volunteers to provide Services under this Agreement.

SCHEDULE 5 – SERVICE STANDARDS

The Service Provider must:

1. Follow the directions of RAHBS when providing services on behalf of RAHBS.
2. Comply with all applicable laws including Regulations, mandatory industry codes and applicable Standards
3. Perform all work under this Agreement efficiently, with due skill and care and to the best industry standards by qualified personnel, trained and skilled in the performance of specific services involved, using materials, tools and equipment suitable for the purpose.

SCHEDULE 6 - SERVICE PROVIDER'S CHECKLIST

I, the Service Provider, declare my business meets the following requirements and I undertake to make copies of these documents available.

Tick which apply to services being supplied	Item	Indicate if any minimum level of cover is required	Expiry or renewal date	Tick if copy provided
✓	Police check	Refer Schedule 4 National Police Certificate - AFP		Provided
✓	Public Liability insurance	Public liability insurance for at least the sum of \$20,000,000 for any one occurrence, to be maintained during the Term		Provided
✓	Professional indemnity insurance	At least the sum of \$10,000,000 for any one occurrence, to be maintained during the Term and for 6 years after the Term.		N/A
✓	Accident insurance / WorkCover certificate	As required by WorkCover Qld under <i>Workers Compensation & Rehabilitation Act 2003</i>		Provided
✓	Professional indemnity insurance	All RNs and ENs must carry their own Professional Indemnity and malpractice insurance as per their Trade Union.		N/A
✓	Professional or vocational qualifications	Persons performing personal care services must have a minimum Cert III Qual.		N/A
✓	Professional licence(s) or registration			N/A
✓	Business registration			
✓	ABN			63 104 919 974
✓	Vendor's drivers license			N/A
✓	Vendor's comprehensive vehicle insurance			N/A
✓	Vendor's First Aid and CPR certificate			N/A
✓	Blue Card			N/A

DEFINITIONS AND INTERPRETATIONS

Definitions

Agreement	means the agreement recorded in this document including the Schedules.
Applicable Laws	means all laws, legislation, regulations, principles, government issued guidelines, industry standards and codes of practice that apply to the provision of the Services.
Approved Provider	means an entity that has been approved under the Aged Care Act to provide Home Care. RAHBS is an Approved Provider
Business Day	means any day including Saturdays, Sundays and public holidays.
Business Hours	means any 24-hour period.
Progress Notes	Means the notes made by the Service Provider at the end of every service / visit.
Care Plan	means a program of direct and indirect care Services and activities developed by a Case Manager to meet the current needs of the Client.
Case Manager	means Personnel of RAHBS who assess the needs of Clients and Workers and perform the role described under clause 7.
Child	means a person under the age of 18 years of age.
Commencement Date	means the commencement date detailed in Schedule 1.
Conflict of Interest	means a conflict of interest, or an apparent or potential conflict of interest arising through the Service Provider or its Personnel engaging in any activity that is likely to interfere with or restrict the Service Provider meeting its obligations under this Agreement fairly and independently.
Confidential Information	<p>means information that:</p> <ul style="list-style-type: none">(d) is by its nature confidential;(e) is designated as confidential; or(f) the person receiving the information knows or ought reasonably to know is confidential, <p>and includes, without limitation, information concerning a Client and information within a Care Plan, even if that information is also classified as personal information of the Client.</p>
Client	means a person on whose behalf RAHBS is providing Services and where applicable includes their Representative.
Emergency	means an incident or event which threatens the immediate safety or wellbeing of a Client and requires the immediate

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Each Right at Home office and business is independently owned and operated under a franchise agreement with Right at Home Australia.

For comments, questions or to learn more about Right at Home, visit rightathome.com.au

	intervention of an Worker or the Service Provider to ensure the safety or wellbeing of the Client.
Excluded Loss	<p>means any:</p> <ul style="list-style-type: none"> (g) loss of business opportunity; (h) loss of revenue; (i) loss of profit or anticipated profit; (j) loss of goodwill or loss arising from reputational damage; (k) loss arising from business interruption; <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"> (l) 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.
Franchise Territory	Means the territory allocated to the Franchise Owner in terms of their Franchise Agreement with HomeCare Group Pty Ltd trading as Right at Home Australia.
GST	has the 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.
GST Law	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) (GST Act) including any regulations under the GST Act.
Home Care Agreement	A Home Care agreement is a legal agreement between the Client and the Approved Provider RAHBS, which sets out a number of key elements about how the Home Care will be delivered. It must be signed by the Client if they have the requisite capacity, or their representative. It sets out the Client's rights and obligations, and the rights and obligations of RAHBS.
Intellectual Property Rights	<p>means all intellectual property rights, including:</p> <ul style="list-style-type: none"> (a) all copyright (including rights in relation to phonograms and broadcasts), and all rights in relation to inventions (including patents), plant varieties, registered and unregistered trademarks, registered designs, confidential information (including trade secrets and know-how) and circuit layouts and all

	<p>other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;</p> <p>(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and</p> <p>(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,</p> <p>whether or not such rights are registered or capable of being registered but excludes moral rights.</p>
Key Performance Indicators	means the key performance indicators required to be met by the Service Provider as set out in Schedule 3.
Loss	means all loss, liability, damage, claims, injury (including disease or illness), death, expense (including legal expenses) or cost.
Material	means any material in whatever form (including copies of such material) including equipment, information, software, source code, documented methodology or process and other documentation (including books, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions).
Material Term	means a term, the breach of which is reasonably likely to result in material loss or damage of a financial nature or to the reputation or goodwill of RAHBS
Notifiable Incident	has the meaning given to that term under the <i>Work Health and Safety Act 2011</i> (Qld).
Orientation Program	means the RAHBS specified Orientation Program for all Personnel and Workers which includes designated policies and procedures.
People Planner	means the RAHBS specified enterprise management software.
Personnel	means Supervisors, directors, officers, Workers.
Policies and Procedures	means RAHBS policies and procedures specified in Schedule 1 and as notified to the Service Provider by RAHBS from time to time.
Records	has the meaning in clause 19
Representative	means a person who holds an enduring power of attorney given by the client to decide health and care and other kinds of personal services the Client is to receive; or any other person

	duly appointed according to law with the authority and capacity to bind the Client.
Reportable Incident	<p>means:</p> <ul style="list-style-type: none"> • any circumstances, fact, claim, dispute or issues in relation to the Services delivered by the Service Provider which will, or may, give rise to any legal claim; • any critical incident involving a Client or Worker; • any issue or incident relating to medication; • any incident of improper conduct; • any industrial dispute, or potential dispute; • any failure to comply with Applicable Laws; • any breach of a Policy or Procedure; • any breach of the terms of this Agreement; • any entitlement of the Service Provider to make any claim under any insurance policy.
Request Form	means the standard Service Request Form described in clause 4.4 in the format set out in Schedule 5.
Services	means the services detailed in Schedule 1.
Service Fees	means the service fees set out in Schedule 1.
Service Standards	means RAHBS Service Standards that the Service Provider must comply with in providing the Services, as set out in Schedule 5.
Supervisor	means the person working for the Service Provider in a management role, who supervises workers performing the Services.
Term	means the period on and from the Commencement Date up to and including the Termination Date, or if the option under clause 2.2 is exercised, up to the end of that extended period.
Termination Date	means the termination date specified in Schedule 1.
Training Requirements	means training determined by RAHBS to be appropriate to the provision of the Services as set out in Schedule 1.
WHS	means work place health and safety under the <i>Work Health and Safety Act 2011</i> (Qld) and the <i>Work Health and Safety Regulation 2011</i> (Qld).
Worker	means a person who provides Services to a Client as an employee of the Service Provider

Interpretation

In this Agreement, unless the contrary intention appears:

- (a) Headings are for ease of reference only and do not affect the meaning of this Agreement and do not form part of the clause.
- (b) The singular includes the plural and vice versa and words importing a gender include other genders.
- (c) Words used in this Agreement and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings.
- (d) A reference to a clause, paragraph, schedule or Schedule is a reference to a clause or paragraph of or schedule or Schedule to this Agreement and a reference to this Agreement includes any schedules and Schedules attached to this Agreement.
- (e) A reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time.
- (f) A reference to '\$', '\$A', 'dollar' or 'A\$' is a reference to Australian currency.
- (g) A reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed.
- (h) A reference to a party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns.
- (i) Words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies.
- (j) Words such as 'includes' or 'including' will not be construed as words of limitation.
- (k) If the day on which:
 - (i) anything, other than a payment, is to be done is not a Business Day, that thing will be done on the preceding Business Day;
 - (ii) a payment is to be made is not a Business Day it will be made on the next Business Day but if the next Business Day falls in the next calendar month it will be made on the preceding Business Day; and
 - (iii) if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5pm on that day, it will be deemed to have been done on the following day.