

FORM TITLE	<i>Service Agreement</i>		
FORM CREATED	00/00/0000	REVIEW DATE	Month Year
AUTHORISED BY	John Bloggs	AUTHORISED DATE	00/00/0000
VERSION	VX - Effective: 00/00/00	CROSS REFERENCE	

This agreement is:

BETWEEN

COMPANY 1 ABN : 12345678912
ACN: 123456789

Of [INSERT ADDRESS]

(Provider)

AND

Meals on Wheels Service, ABN 123 456 78912

Of [INSERT ADDRESS]

(Contractor)

[hereinafter referred to as the Parties]

Recitals

- A. The Provider manages the delivery of a range of funded community aged care packages intended to deliver support to elderly people (Care Recipients).
- B. The Provider has engaged the Contractor to provide certain specified services to some Care Recipients on the terms and conditions of this Agreement.

Schedules and annexures

The following schedules and annexures form part of this Agreement:

- Schedule – Definitions and interpretation
- Annexure – Service details

IT IS AGREED

Definitions and interpretation

In this Agreement:

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

In the interpretation of this Agreement, unless the context otherwise requires, the rules set out in the Schedule will apply.

Provision of services

The Contractor will at its cost supply the Services to the Care Recipients as set out in the Annexure and in accordance with the terms and conditions of this Agreement.

The Contractor will:

- hold, maintain and comply with all Authorisations required to enter into and perform its obligations under this Agreement and to carry on its business; and

- comply with all:
 - Applicable Laws;
 - Requirements specified in the Annexure; and
 - reasonable directions given by the Provider;
- maintain complete and accurate records relating to the performance of its obligations under the Agreement; and
- immediately notify the Provider on becoming aware of:
 - any breach of this Agreement by the Contractor or its Personnel;
 - any event or circumstance that would entitle the Contractor to terminate this Agreement; and
 - any accident, injury or damage to property or person during the conduct or associated with the provision of the Services.

Term

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 and conditions of this Agreement.

After the Termination Date this Agreement will continue on a fortnightly basis until terminated in accordance with clause 6.

Contractor warranties

The Contractor represents and warrants that, in providing the Services:

- it has the authority, skills, experience, financial and other resources necessary to perform its obligations under this Agreement;
- it will exercise reasonable care, diligence and skill;
- it will act in accordance with any reasonable direction issued by the Provider from time to time in relation to the Services; and
- it will pay for and/or repair (at the Provider's election) any damage to property owned, leased, used, possessed or controlled by the Provider or Care Recipients, that is caused or contributed to by the Contractor or its Personnel.

The Contractor further warrants that if delivery drivers carry out deliveries solo Meals on Wheels will:

- ensure that solo delivery drivers/personnel engaged in the provision of the Services has one of the following:
 1. a current National Criminal History Record Check;
 2. a Current Positive Notice (yellow card) not more than 2 years old if providing the Service to a disabled person; and
 3. as applicable, a Blue Card not more than 2 years old if in providing Services, a child may be involved;
- provide a copy of either the National Criminal History Record Check, Current Positive Notice and the Blue Card, as applicable to the Provider upon request;
- ensure that the person has not been convicted of a criminal, sexual or violent offence or any offence which would affect the person's suitability to provide the Services; and
- provide all assistance the Provider reasonably requires to comply with its obligations under the Applicable Laws with respect to criminal history checks.

Pricing and payment terms

In consideration of the Contractor providing the Services under and in accordance with this Agreement, the Provider will pay the Contractor the Service Fees within 7 days of receipt of the tax invoice.

The Contractor acknowledges and agrees that in the event Excelcare does not receive an invoice from the Contractor for services within 60 days of the end of the calendar month in which the services were provided Excelcare shall not be obliged to pay the Contractors account.

Termination

A Party may terminate this Agreement without cause by giving 30 days written notice to the other Party.

The Provider may terminate this Agreement immediately by notice in writing if the Contractor breaches any term of this Agreement.

Indemnity

The Contractor releases and indemnifies the Provider and its Personnel (those indemnified) against any Loss which those indemnified suffer, sustain or incur in connection with any error, or omission by the Contractor whether negligent, wilful or otherwise.

The indemnity in clause 7.1 will be reduced to the extent that any negligent or unlawful act or omission of Provider or its Personnel caused the Loss.

This clause will survive expiration or termination of this Agreement.

General

Insurance

The Contractor must ensure that all persons involved in carrying out the Services on behalf of the Contractor are covered by the following insurances for the Term:

- workers' compensation insurance under the *Workers' Compensation and Rehabilitation Act 2003* (Qld);
- public liability insurance;
- professional indemnity insurance (as applicable); and
- any other insurance reasonably notified to the Contractor by the Provider;
- on terms and conditions satisfactory to the Provider.

Confidentiality and privacy

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:

- permitted by law; or
- with the written consent of the party who owns the information.

Alteration

This Agreement may be altered in writing by the duly authorised representative of each Party.

Governing Law

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

Enforceability

The provisions of this Agreement constitute legally binding relations between those Parties who have executed this Agreement.

Entire Agreement

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

The Parties acknowledge and agree that they have not relied on any written or oral representation, arrangement, understanding or agreement not expressly set out or referred to in this Agreement.

Goods and Services Tax

All amounts referred to in this Agreement are exclusive of GST unless otherwise specified.

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.

The GST amount payable by the Recipient under clause 0 is only payable if the Supplier provides a valid tax invoice.

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.

This clause remains in force after termination or completion of this Agreement.

Schedule – Definitions and interpretation

Definitions

Agreement	means the agreement recorded in this document including in the Schedule and the Annexure.
Annexure	means the annexure to this Agreement.
Applicable Laws	means all laws, legislation, regulations, government issued guidelines, industry standards and codes of practice that apply to the provision of the Services.
Authorisation	means any and all authorisations, certificates, registrations, approvals, licences, consents, permits, permissions, declarations, exemptions, concessions, notarisations or waivers necessary under any Applicable Law.
Blue Card	means a Blue Card which complies with the requirements of the <i>Commission for Children and Young People and Child Guardian Act 2000</i> (Qld).
Business Day	means any day other than Saturdays, Sundays and public holidays.
Commencement Date	means the commencement date specified in the Annexure.
Confidential Information	means information that: <ul style="list-style-type: none">○ is by its nature confidential;○ is designated as confidential; or

- o the person receiving the information knows or ought reasonably to know is confidential.

Current Positive Notice	means a current positive notice or yellow card which complies with the requirements of <i>the Disability Services Act 2006</i> (Qld).
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).
National Criminal History Record Check	means a process where State or Territory police, or the Australian Federal Police conduct a national criminal history record check to determine if a person has been charged with and/or convicted of a criminal offence.
Personnel	means directors, officers, employees, volunteers, agents or sub-agents, contractors or sub-contractors of a Party.
Requirements	means other requirements (if any) specified in the Annexure
Schedule	means this Schedule.
Services	means the services detailed in the Annexure.
Service Fees	means the service fees set out in the Annexure which are payable fortnightly.
Term	means the period on and from the Commencement Date up to and including the Termination Date.
Termination Date	means the termination date specified in the Annexure.

Interpretation

In this Agreement, unless the contrary intention appears:

- Headings are for ease of reference only and do not affect the meaning of this Agreement and do not form part of the clause.
- The singular includes the plural and vice versa and words importing a gender include other genders.
- 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.
- A reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules and annexures attached to this Agreement.
- 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.
- 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 right includes a benefit, remedy, authority, discretion and power.
- i) 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.
- j) If the day on which:
 - o anything, other than a payment, is to be done is not a Business Day, that thing will be done on the preceding Business Day;
 - o 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
 - o 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 5:00pm on that day, it will be deemed to have been done on the following day.

SERVICE TYPE	
Meals	
Professional Registration /Trade Licence	Period of Currency
Insurances	Period of Currency
Business Motor Vehicle Insurance	
Public Liability	
Professional Indemnity	
WorkCover	
Criminal History Checks	Period of Currency
Statutory Declaration	
Australian Federal Police Check	
Blue Card - Working With Children	
Yellow Card - Disability Services	
LCS 2 - Child Safety	
Price as per Meals on Wheels Policy– GST Exclusive	
As per attachment Annexure A	
Period of Service Agreement	
Commencement of Services	XX.XX.XXXX
Completion/Review of period of Service	XX.XX.XXXX

Executed as an Agreement			
Signed for the Provider by its duly authorised officer in the presence of:			
Authorised Officer (please print)		Signature	
Position		Date	
Phone		Email	
Witness (Please Print)		Signature	
Position		Date	
Signed by the Contractor in the presence of:			
Business/Organisation			
Address			
Postal Address			
Phone		Email	
Contractor (please print)		Witness (please print)	
Signature		Signature	
Date		Date	