



Contractor Agreement

between

The Corporation of the Trustees of the
Roman Catholic Archdiocese of Brisbane
t/a Centacare

and



Part A - Agreement Details

Background

- A

Centacare Community Services (**Centacare**) provides aged, disability, mental health, housing, transport and home safety services.
[insert contractor name t/as]
- B

(the Contractor)

 carries on a business which provides a service.
- C

The Contractor holds all necessary qualifications, consents and approvals required by any law to deliver and provide the Services pursuant to the terms of this Agreement.
- D

Centacare wishes to engage the Contractor to provide Services.
- E

The Contractor has agreed to provide Services to Centacare on the terms and conditions of this Agreement.

Details

This Contractor Agreement is comprised of **Part A** - Agreement Details, **Part B** - Agreed Terms, **Part C** - Contractor Rates and; where applicable: **Part D** - Service Request/Work Request Form, **Part E** - Contractor Handbook

Description	Details
Start Date	
Contractor Details	<div>Business Name:</div> <div>ABN:</div> <div>Registered for GST:</div> <div>Office address:</div> <div>Postal address:</div> <div>Telephone:</div> <div>Mobile Phone:</div> <div>Email:</div> <div>Fax:</div>
Contractor Representative	<div>Name:</div> <div>Position:</div>
Contact Details	<div>Telephone:</div> <div>Mobile:</div> <div>Email:</div> <div>Out of hours contact number:</div>
<div>If the information in Contact Detail is the same as Contractor Detail please insert as above</div>	

Description	Details
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Centacare Details	Area:
	ABN:
	Office address:
	Postal address:
	Fax:
	Email:

Centacare Representative	Contact Name:
	Position:
	Telephone:
	Mobile:
	Email:
	Out of hours contact number:

Services	Service Type	<input type="checkbox"/> Allied Health	<input checked="" type="checkbox"/> Home or Property Maintenance
	(please select)	<input type="checkbox"/> Clinical Service	<input type="checkbox"/> Community (Support) Service
		<input type="checkbox"/> Other:	

The services as requested by Centacare and provided by the Contractor in accordance with this Agreement or if varied are as provided in Part D - Service Request Form/Work Request:

☐ refer to Part D – Service Request Form/Work Request

e.g. In Home Respite weekly – Wednesdays 4pm to 8pm, Co-contribution as per fees policy or;

Lawn and Yard Services – Monthly as per work order, Materials and dump fees not included.

Please complete this section if the service provided does not vary.

Client Name:

Variable services to use Part D.

Site Name:

Site Address:

Service Frequency:

Client Co-contribution:

Special Conditions:

Note: Contractor Rates to be completed in Part C

Description	Details																				
Qualifications, licences and Professional Registration	<p>The Contractor must be able to supply current, valid copies (where applicable) or demonstrate that their personnel have current qualifications, licenses and/or professional registration (where applicable) in:</p> <table border="1"> <thead> <tr> <th>Qualification; Licences; Professional Registration</th><th>Copy provided</th></tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Certificate III in Aged / Disability Care or equivalent</td><td><input type="checkbox"/></td></tr> <tr> <td><input type="checkbox"/> Nursing</td><td><input type="checkbox"/></td></tr> <tr> <td><input type="checkbox"/> Allied Health</td><td><input type="checkbox"/></td></tr> <tr> <td><input type="checkbox"/> Drivers Licence</td><td><input type="checkbox"/></td></tr> <tr> <td><input type="checkbox"/> First Aid & CPR</td><td><input type="checkbox"/></td></tr> <tr> <td><input type="checkbox"/> Trade Qualification and or Licences</td><td><input type="checkbox"/></td></tr> <tr> <td><input type="checkbox"/> Qld Building and Construction Commission Licence</td><td><input type="checkbox"/></td></tr> <tr> <td><input type="checkbox"/> Security Provider Licence</td><td><input type="checkbox"/></td></tr> <tr> <td><input type="checkbox"/> Other</td><td><input type="checkbox"/></td></tr> </tbody> </table>	Qualification; Licences; Professional Registration	Copy provided	<input type="checkbox"/> Certificate III in Aged / Disability Care or equivalent	<input type="checkbox"/>	<input type="checkbox"/> Nursing	<input type="checkbox"/>	<input type="checkbox"/> Allied Health	<input type="checkbox"/>	<input type="checkbox"/> Drivers Licence	<input type="checkbox"/>	<input type="checkbox"/> First Aid & CPR	<input type="checkbox"/>	<input type="checkbox"/> Trade Qualification and or Licences	<input type="checkbox"/>	<input type="checkbox"/> Qld Building and Construction Commission Licence	<input type="checkbox"/>	<input type="checkbox"/> Security Provider Licence	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
<p><i>Please check the applicable boxes or provide additional detail at the end of this section</i></p>																					
Training	<p>The Contractor must be able to demonstrate (where applicable) that their personnel have current knowledge/competencies in:</p> <p><input type="checkbox"/> N/A</p> <p><input checked="" type="checkbox"/> Manual Handling</p> <p><input checked="" type="checkbox"/> Work Health and Safety obligations under the WHS Act 2011 & Regulation 2011</p> <p><input checked="" type="checkbox"/> Appropriate skills, training and knowledge as required by the funding body as detailed in the Contractor Handbook</p>																				
<p><i>Please check the applicable boxes or provide additional detail at the end of this section.</i></p>																					
Criminal History Screening Requirements	<p><input type="checkbox"/> Yellow Card or Yellow Card Exemption</p> <p><input type="checkbox"/> Working With Children Notice (Blue Card)</p> <p><input checked="" type="checkbox"/> National Police Certificate and Statutory declaration where applicable</p> <p>For any staff or volunteers who have been a citizen or permanent resident of a country other than Australia after the age of 16, must sign a statutory declaration stating that they have never, in Australia or another country, been charged or convicted of murder or sexual assault, or convicted of, and sentenced to imprisonment for any other form of assault.</p> <p>Any changes to the Criminal History Status of a Contractor, Staff or Volunteers must be notified to the Centacare Representative named in Part A within 24 hours.</p> <p>Screening procedure detailed in the Contractor Handbook</p>																				
Contractor Rates	The current Contractor Rates applicable for the Services are attached at Part C.																				
Payment Terms	<p>Invoices:</p> <ul style="list-style-type: none"> • will be issued by the Contractor at the completion of the job or monthly; • must include Contractor Name/Company, ABN, email address, invoice number and invoice date; • must include details of the date/s of the services delivered; • must include the first name and last name and address of the Client receiving the service; • must include the job sheet enquiry number or lawn mowing voucher number and brief job description; • must include the name and address of the site receiving service (where service is not delivered directly to a Client); • must contain itemised detail of the contractor rates, any client paid amount and any job notes eg part job done; and • which contain all necessary and required details are payable within 14 days. 																				

Description	Details		
Insurances	Contractor insurances		
Please check the applicable boxes or provide additional detail at the end of this section (copies to be provided)	Type	Applicable	Policy Amount
	Public Liability	<input checked="" type="checkbox"/>	\$10,000,000
	Professional Indemnity	<input type="checkbox"/>	\$
	Workers' Compensation	<input type="checkbox"/>	
	Other insurances:	<input type="checkbox"/>	\$
	Other insurances:	<input type="checkbox"/>	\$

Special Conditions (if any)	The funding body requirements around Criminal History Screening for contractors are to be met. The Contractor is required to hold Positive Notices for the specific Criminal History checks and are required to maintain a register of staff Criminal History Checks.
Any special conditions agreed with the Contractor they should be clearly described here.	

Signing page

The Contractor agrees to the terms and conditions set out in this Agreement, comprising:

- 1. Contractor Agreement, Part A – Agreement Details;
- 2. Contractor Agreement, Part B – Agreed Terms;
- 3. Contractor Agreement, Part C – Contractor Rates.

- ☒ Check box if applicable
- ☐ Contractor Agreement, Part D – Service Request Form/Work Request;
- ☒ Contractor Agreement, Part E – Contractor Handbook inclusive of the DVA Service Charter.

EXECUTED as an Agreement.

Signed by the Contractor or an authorised officer in the presence of:

<div>←</div> <div>Signature of Contractor or authorised officer</div> <div>Name of Contractor or authorised officer (print)</div> <div>Office held</div> <div>Date (print)</div>	<div>←</div> <div>Signature of witness</div> <div>Name of witness (print)</div> <div></div> <div>Date (print)</div>
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Signed for Centacare by an authorised officer in the presence of:

<div>←</div> <div>Signature of officer</div> <div>Name of officer (print)</div> <div>Office held</div> <div>Date (print)</div>	<div>←</div> <div>Signature of witness</div> <div>Name of witness (print)</div> <div></div> <div>Date (print)</div>
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Contractor Agreement

PART B - Agreed Terms

This Contractor Agreement, Part B - Agreed Terms must be read together with Part A, Part C together with Part D, and Part E where applicable.

1 Term

This Agreement commences with effect on and from the Commencement Date and continues until the End Date unless it is terminated in accordance with clause 12.2 or 12.3.

2 Appointment of the Contractor

2.1 Appointment

Centacare appoints the Contractor, and the Contractor accepts the appointment, to supply Services during the Term on the terms and conditions of this Agreement.

2.2 Assignment

The Contractor must not assign, sub-contract or otherwise deal with any right or obligation under this Agreement without the prior written consent of Centacare.

2.3 Non-exclusive relationship

The Contractor must not assign, sub-contract or otherwise deal with any right or obligation under this Agreement without the prior written consent of Centacare.

2.4 No partnership, franchise, or employment

- (a) Nothing in this Agreement creates a relationship of employment, trust, partnership, or that of a franchisee and franchisor between the parties.
- (b) Centacare does not have authority to bind the Contractor in any respect and the Contractor does not have authority to bind Centacare in any respect.

3 The Contractor's general obligations

3.1 General obligations

During the Term, the Contractor will supply Services to Centacare in compliance with this Agreement and with reasonable skill, care and diligence.

3.2 Compliance with the law and other requirements

Without limiting clause 3.1, the Contractor undertakes to comply with all:

- (a) Relevant Law;
- (b) Government Consents;
- (c) Centacare's Policies and Procedures; and
- (d) Reasonable requirements notified to it in writing by Centacare.

3.3 Sole responsibility for employment matters

The Contractor has sole responsibility for all liabilities and obligations of its own employees (collectively Employment Matters) and must ensure they are discharged according to law.

3.4 Notifiable events

The Contractor must notify Centacare *immediately* if the Contractor becomes aware that a Centacare client has, without explanation, not presented for a scheduled visit, or is involved in an incident.

The Contractor must notify Centacare as soon as possible and in any event within 24 hours if:

- (a) The Contractor becomes aware of any significant matters, e.g. change in client condition, potential case of abuse/neglect/exploitation/fraud;
- (b) The Contractor becomes aware of a matter that may give rise to a complaint or grievance in connection with the Services;
- (c) The Contractor becomes aware of any matter with respect to which Centacare has notification obligations under the Scheme Rules or any Relevant Law;
- (d) An Insolvency Event occurs in respect of the Contractor; or
- (e) The Contractor's qualifications required by law to provide the Services are revoked, suspended or altered in any way.

3.5 Change in law and price

If a Change in Law necessitates a change to the method of carrying out the Services or there is a proposed increase to prices for all or any of the Services then:

- (i) the Contractor must promptly notify the Centacare Representative of all relevant details of the Change in Law (including the Contractor's calculation of the impact of the Change in Law on the prices for all or any of the Services);
- (ii) the Contractor must promptly provide Centacare with all information (including documents and reports) reasonably requested by Centacare that is relevant to the Contractor's claim;
- (iii) the Contractor must use its best endeavours to mitigate or offset any increase to the prices for all or any of the Services resulting from the Change in Law, including seeking and applying for any exemption, adjustment or compensation available to the Contractor in relation to the Change in Law; and
- (iv) if the increase to the prices for all or any of the Services resulting from the Change in Law cannot be mitigated or offset in accordance with clause 3.5 (iii), the Contractor may change prices for all or any of the Services to pass on any increase resulting from the Change in Law, from the date the change is notified to Centacare.

4 Centacare's general obligations

4.1 Service Requests

Centacare will provide a Service Request Form/Work Request to the Contractor on each occasion that it requires Services unless otherwise specified in Part A - Services.

4.2 Payment of Service Fees

Centacare will pay the Contractor the Service Fees in accordance with the Payment Terms.

4.3 Qualified Workers

- (a) The Contractor will ensure that all of its own personnel are equipped with appropriate tools of trade, and possess the required degree of skill and qualifications to supply the Services
- (b) Contractors with multiple staff must maintain a procedure for managing staff Criminal History Screening. Processes in place must include monitoring and maintenance of the currency and validity of each requirement check.

4.4 Staffing Standards

Unless Centacare allows otherwise, the Contractor will:

- (a) for those Workers providing professional services ensure they hold:
 - (i) all necessary qualifications; and
 - (ii) all necessary professional registration;
- (b) for all Workers ensure that they:
 - (i) hold current and valid criminal history checks as detailed in Part A;
 - (ii) are fit to perform the necessary duties; and
 - (iii) comply with training in as detailed in Part A.

4.5 Industrial relations

- (a) The Contractor must keep Centacare informed of any real or potential industrial issues arising in connection with the performance of the Services.
- (b) For the purposes of this Agreement, "industrial issues" means and includes without limitation, any claim or potential claim by any employee of the Contractor, or by any industrial organisation or regulatory body having jurisdiction, arising from the provision of work or services under this Agreement under any law or regulation applicable to such work or services.

5 Insurance

5.1 Contractor's insurance

- (a) The Contractor must, at its own cost and expense, obtain and maintain for the Term of this Agreement:
 - (i) public liability insurance with a limit of not less than the amount specified in Part A in respect of any one occurrence in respect of death, injury, loss, or property damage;
 - (ii) adequate workers' compensation insurance in relation to its employees in accordance with any requirement under statute or common law;

- (iii) to the extent that the Contractor assumes a professional responsibility, professional indemnity insurance with a limit of not less than the amount specified in Part A from the Commencement Date until the date that is 6 years after the expiry of the Term; and
 - (iv) any other insurances specified in Part A.
- (b) The Contractor shall upon request provide copies of such insurance policies to Centacare.

6

Indemnity

- (a) The Contractor indemnifies Centacare and its officers and employees from and against all Losses arising out of or related to this Agreement or the Services, directly or indirectly, as a result of:
 - (i) any breach of this Agreement by the Contractor; or
 - (ii) any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Contractor or its officers and employees;
 - (iii) any demand, complaint or claim by any person against Centacare arising out of allegations of any negligent act or omission or wilful misconduct of the Contractor or its officers and employees; or
 - (iv) any breach of a Government Consent or Relevant Law by the Contractor or its officers and employees.
- (b) The indemnity given by the Contractor under this clause 6 is a continuing obligation, separate and independent from the other obligations of the Contractor and survives termination of the Agreement.
- (c) Notwithstanding any other provision of this Agreement, a party will not be liable to the other party in contract (including under any indemnity), tort (including in negligence or for breach of statutory duty) or otherwise, for any loss of profit, loss of revenue, loss of business, loss of contracts or loss of anticipated savings (**Consequential Loss**) related to or connected with this Agreement, except Consequential Loss:
 - (i) incurred as a result of the fraud or wilful, reckless or deliberate breach of the Agreement by a party, its officers and employees, in respect of the Contractor; or
 - (ii) forming part of a claim by a party for contribution or indemnity from the other party in respect of claims by third parties for personal injury, death or property damage.

7

Health and Safety and Stakeholder Relationships

7.1 Contractor's obligations and acknowledgment

The Contractor:

- (a) acknowledges the importance that Centacare places on establishing and maintaining high standards in relation to work health and safety and positive stakeholder relationships;

- (b) acknowledges that Centacare is committed to eliminating work related injuries and occupational illnesses, and preventing workplace bullying, harassment and discrimination;
- (c) acknowledges that it has received and understood and agrees to be bound by the terms of the Centacare Contractor Handbook where there is reference to any requirement or obligation upon the Contractor;
- (d) will acquaint itself and fully comply with the Health and Safety Requirements;
- (e) will acquaint itself and fully comply with the Stakeholder Relationships Requirements;
- (f) will ensure the health and safety at the Site to the standard required under the Relevant Law.

8 Audit

8.1 Health and Safety and Stakeholder Relationships Audit

Centacare may at any time upon giving reasonable notice to the Contractor undertake, or engage a third party to undertake, an audit of the performance of the Services to ensure that the Contractor and its personnel are compliant with the Health and Safety Requirements; qualifications; training, criminal history screening, service standards and the Stakeholder Relationships Requirements, and the Contractor agrees to provide any documentation reasonably required and do all things necessary to facilitate such an audit.

9 Confidential information

9.1 Use and disclosure

- (a) The parties may use or disclose Confidential Information solely for the purpose of performing this Agreement and the Services.
- (b) The parties must not use or disclose any Confidential Information to any person, except as permitted by this Agreement.

9.2 Extent of disclosure permitted

A party is entitled to disclose Confidential Information to the extent permitted or required by this Agreement and:

- (a) to its auditors on a confidential basis to enable them to perform their duty;
- (b) as required by law or to comply with requests from government; and
- (c) in respect of the Contractor, to the extent necessary to inform the Contractor about Centacare, the Services, or the relationship between the Contractor and Centacare.

9.3 Exceptions

The provisions of clause 9.1 do not apply to any information which:

- (a) is or becomes public knowledge, other than as a result of a breach of confidentiality by, or involving, the disclosing party;
- (b) is in the possession of a party without restriction in relation to disclosure before the date of receipt of the information from the other party; or
- (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

10 Privacy

Without limiting its obligations under clause 10, the Contractor will:

- (a) handle any Personal Information, including personal information regarding the clients of Centacare, in accordance with the requirements of the Privacy Act and Australian Privacy Principles (as defined in the Privacy Act), and will use such Personal Information only for the purpose of providing the services under this Agreement;
- (b) ensure that any Personal Information is protected against loss, unauthorised access, use, modification, interference or disclosure and other misuse; and
- (c) not use or disclose any Personal Information, without the prior written consent of Centacare, unless required or authorised by law;
- (d) where requested to do so, when collecting Personal Information from a client of Centacare provide to that person a privacy collection notice; and
- (e) take such other steps as may reasonably be requested by Centacare to allow it to comply with its obligations under the Privacy Act, including steps to allow Centacare to:
 - (i) respond to a request for access to or correction of Personal Information; or
 - (ii) consider or resolve a privacy complaint relating to the Personal Information.

11 Intellectual Property

11.1 Ownership

- (a) All Intellectual Property developed or created by either party in the course of or related to the provision of the Services will vest in the party which developed or created it.

12 Termination

12.1 End date

This Agreement will end on the End Date specified in Part A unless otherwise agreed by the parties.

12.2 Notice

Either party may terminate this Agreement for any reason by giving 30 days written notice to the other party.

12.3 Default

Centacare may terminate this Agreement with immediate effect by giving notice to the Contractor if:

- (a) the Contractor breaches any provision of this Agreement and fails to remedy the breach within 10 Business Days after receiving notice requiring it to do so;
- (b) the Contractor breaches a material provision of this Agreement and that breach is not capable of remedy;
- (c) an Insolvency Event occurs in respect of the Contractor; or
- (d) Funding relied upon by Centacare in relation to the Services is partially or totally terminated.

12.4 Effect of termination

The termination of this Agreement, for whatever reason, will not affect the respective rights and liabilities of the parties accrued prior to such termination.

13 GST

13.1 Interpretations

In this clause 13, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

13.2 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described as 'GST inclusive', does not include an amount on account of GST.

13.3 GST gross up

If a party makes a supply under or in connection with the Agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 13 (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

13.4 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit to which the other party is entitled for the loss, cost or expense and then increased in accordance with clause 13.2. That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be paid, that its entitlement is otherwise.

13.5 Tax invoices

Despite any other provision of the Agreement, the recipient of a taxable supply made under or in connection with this Agreement need not make a payment until the supplier has given the recipient a tax invoice for the supply to which the payment relates. The supplier must give the recipient an adjustment note for an adjustment arising from an adjustment event relating to a taxable supply made under or in connection with this Agreement within seven days after the date the supplier becomes aware of the adjustment event.

13.6 GST group

If a party is a member of a GST group, references to GST which the party must pay, and to input tax credits to which the party is entitled, include GST which the representative member of the GST group must pay and input tax credits to which the representative member is entitled.

14 Representatives

- (a) The Contractor Representative (or a delegate approved by the Contractor Representative) has full authority to act on behalf of the Contractor in connection with the Agreement; and
- (b) The Centacare Representative (or a delegate approved by the Centacare Representative) has full authority to act on behalf of Centacare in connection with the Agreement.

15 Notices

15.1 General

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and

- (b) hand delivered or sent by prepaid post, facsimile or email to the Contractor Representative or the Centacare Representative.

16 Miscellaneous

16.1 Alterations

This Agreement may be altered only in writing signed by each party.

16.2 Approvals and consents

Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally, or withhold, any approval or consent under this Agreement.

16.3 Survival

Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Any other term by its nature intended to survive termination of this Agreement survives termination of this Agreement.

16.4 Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

16.5 Conflicts or inconsistencies

If there is any conflict or inconsistency between Part A and Part B, Part A will prevail to the extent of the conflict or inconsistency.

16.6 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

16.7 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

16.8 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

16.9 Governing law and jurisdiction

This Agreement is governed by the law of Queensland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland.

17 Restraint

- (a) The Contractor shall not for the Restraint Period, without the express consent of Centacare, by themselves or by others, directly or indirectly:
 - (i) Provide and Services directly to any person who shall have been a Centacare client within the past 24months;
 - (ii) Solicit, encourage or assist any other employee or contractor of Centacare to leave the employment of, or to terminate any contract with Centacare;

- (iii) Solicit, encourage or assist any Centacare client to engage with or to enter into any agreement with any third party for the provision of Services of the kind provided by Centacare to them.
- (b) The Contractor agrees and acknowledges that the restraints provided for in this clause 17 are fair and reasonable to protect the legitimate business interests of Centacare **in providing Services to Centacare clients**, and the professional relationship between Centacare and its clients.
- (c) The Contractor acknowledges and agrees to this Clause 17 consists of a number of separate restraints. If any of these separate restraints are unenforceable, then that unenforceability will not affect the validity or enforceability of other restraints.
- (d) For the purpose of this clause 17, a "Centacare client" means any client of Centacare for whom the Contractor has provided any services within the previous 12 months.

18 Defined terms & interpretation

18.1 Defined terms

In this Agreement:

The Contractor means the entity specified in Part A.

Agreement means this Contractor Agreement between the Contractor and Centacare as recorded by Part A, Part B, and Part C with Part D and Part E as attachments where applicable.

Authority means any Federal, State or Local Government, or any ministry, department, court, tribunal, competition authority, commission, board, Contractor, institution or similar entity or administrative, fiscal or judicial authority of such government.

Business Day means:

- (a) for receiving a notice under clause 15, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in Brisbane, Queensland, Australia.

Business Hours means from 9:00am to 5:00pm on a Business Day

Centacare means the entity specified in Part A.

Centacare's Policies and Procedures means any policies and procedures that Centacare has in place that may affect or be applicable in connection with the performance of the Services.

Change in Law means:

- (a) the adoption, enactment or application to Centacare or the Contractor of any Relevant Law not existing, foreseeable or otherwise applicable to Centacare or the Contractor on the Commencement Date; or
 - (b) any change in a Relevant Law or the application or interpretation of a Relevant Law, after the Commencement Date,
- in either case that materially and adversely affects (in time and/or cost) the ability of Centacare or the Contractor to perform their obligations under the Agreement, provided that the following do not constitute a Change in Law:

- (a) a change in a Relevant Law imposing a tax or rate of tax; or
- (b) the application to Centacare or the Contractor, of a Relevant Law that was in existence at the Commencement Date, that by its terms became applicable to Centacare or the Contractor after the Commencement Date.

Commencement Date means the commencement date specified in Part A or, if there is no date specified, the date on which both parties have signed the Agreement.

Confidential Information means all confidential information relating to the Services to be provided pursuant to this Agreement including but not limited to, the parties' business or operations or clients personal details, or any other information that the receiving party should reasonably have assumed to be confidential, and which is information that the receiving party becomes aware of or which is generated in the course of, or in connection with, the performance of the Services or this Agreement.

Contractor Handbook means the Handbook provided to the contractor by Centacare outlining the requirements of all Centacare Contractors.

Contractor Rates means the amount of service fees payable by Centacare to the Contractor as specified in the Payment Terms, which may differ depending on the type of Service to be provided by the Contractor.

Corporations Act means the *Corporations Act 2001* (Cth).

End Date means the end date specified in Part A.

Government Consent means an approval, consent, waiver, authorisation, permit, clearance, licence or other precondition required under Relevant Law or from an Authority relevant to the performance of the Services.

Health and Safety Requirements means:

- (a) all Relevant Law and Government Consents relating to or connected with work health and safety;
- (b) any requirements set out or referred to in this Agreement relating to or connected with work health and safety; and
- (c) Centacare's and the Contractor's policies and procedures relating to or connected with work health and safety.

Industrial Action means any strike, picket line, work ban or other industrial action.

Insolvency Event means, in relation to a party:

- (a) a step taken to enter into an arrangement between the party and its creditors;
- (b) a step taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of that party's assets, operations or business;
- (c) a step taken for its winding up, dissolution or deregistration;
- (d) the party cannot pay its debts as and when they become due and payable; or
- (e) any analogous or equivalent event to any listed above occurring in any jurisdiction.

Intellectual Property means all present and future rights to intellectual property including but not limited to any inventions and improvements, trade marks (whether registered or common law trade marks), patents, designs, copyright (including moral rights), any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula.

Losses means losses, damages, costs, charges, expenses (including legal fees incurred on an indemnity basis), penalties, interest and fines, including those arising as a result of claims, demands, actions, proceedings or suits by any person.

Part A means the document headed Contractor Agreement, Part A - Agreement Details.

Part B means this document headed Contractor Agreement, Part B - Agreed Terms.

Part C means the document headed Contractor Agreement, Part C - Contractor Rates.

Part D means the document headed Contractor Agreement, Part D - Service Request Form/Work Request.

Part E means the document headed Contractor Handbook.

Payment Terms means the Payment Terms specified in Part A.

Personal Information means 'personal information' as defined in the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth).

Relevant Law includes orders and awards of any Authority, Acts, ordinances, rules, guidelines, regulations, codes of practice, by-laws and proclamations that may affect or be applicable in connection with the performance of the Services.

Restraint Period means a period of:

- (a) 12 months from the date of termination of this contract; or
- (b) 6 months; or
- (c) 3 months

Scheme Rules means the National Disability Insurance Scheme (Registered Providers of Supports) Rules 2013 (Cth) as amended or replaced from time to time.

Service Request/Work Request means a request by Centacare to the Contractor to supply the Services in accordance with this Agreement (made by completing the Service Request Form at Part D).

Services means the services specified in Part A.

Site includes any site at which the Services are provided.

Stakeholder Relationships Requirements means:

- (a) all Relevant Law and Government Consents relating to or connected with equal opportunity, discrimination, bullying and harassment;
- (b) any requirements set out or referred to in this Agreement relating to or connected with equal opportunity, discrimination, bullying and harassment; and

- (c) Centacare's and the Contractor's policies and procedures relating to or connected with equal opportunity, discrimination, bullying and harassment.
- (d) All relevant funding body Service Delivery Standards: Human Services Quality Framework; Home Care Common Standards, and Veteran's Home Care Standards and Objectives.

Term has the meaning given to it in clause 1.

18.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Brisbane, Australia time;
- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or Contractor or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

18.3 Headings

Headings are for ease of reference only and do not affect interpretation.

Contractor Agreement

PART C - Contractor Rates

☐ Fee Schedule attached

or

or

For the use of Home Safety Services/Housing Operations only

Start date		
GST	<input type="checkbox"/> Rates are GST Inclusive	<input type="checkbox"/> Rates are GST exclusive
Service Call This service call fee is the initial fee charged by the contractor to attend the site	\$	This amount covers [] minutes on site
Hourly rate Hourly rate refers to additional costs over the initial service call	\$ [] Per hour	charged in increments of [] minutes
Other Costs Specify any other costs that may be relevant to your work with this project		
Call-out-fee Do you charge a call-out fee other than what has been prescribed above? (please provide details)		

Contractor Agreement

PART D - Service Request/Work Request Form

Centacare:			
Centacare Service Delivery Manager:			
Phone:		Email:	
Contractor:			
Contractor Representative:			
Phone:		Email:	
Term of this Service request/ Work order:			
Service Type (please select)	<input type="checkbox"/> Allied Health <input type="checkbox"/> Home or Property Maintenance <input type="checkbox"/> Clinical Service <input type="checkbox"/> Community (support) Service <input type="checkbox"/> Other:		
Detail of work to be provided:			
PPE to be provided by:	<input type="checkbox"/> N/A <input type="checkbox"/> Contractor <input type="checkbox"/> Centacare		
First Aid Equipment:	<input type="checkbox"/> N/A <input type="checkbox"/> A first aid kit must be supplied by the Contractor		

Signed for Centacare by the Centacare Representative



Signature of the Centacare Representative

Name of the Centacare Representative (print)

Date (print)