

ACTIVITY BOOK – ACTIVITY 1

CONTRACT FOR SERVICES

BETWEEN

**COMMONWEALTH OF AUSTRALIA ACTING
THROUGH AND REPRESENTED BY
THE DEPARTMENT FOR REGULATION OF AIR
TRANSPORT (DRAT)**

AND

NO WORRIES SECURITY SERVICES PTY LTD

**FOR THE
PROVISION OF SECURITY GUARDING
SERVICES**

TABLE OF CLAUSES

INTERPRETATION.....	2
2. PROVISION OF SERVICES.....	5
3. FEES, ALLOWANCES AND ASSISTANCE	6
4. TAXES, DUTIES AND GOVERNMENT CHARGES.....	6
5. ENTIRE AGREEMENT AND VARIATION.....	6
6. SUBCONTRACTING	7
7. APPROVED SECURITY GUARDS	7
8. CONTRACT MATERIAL.....	8
9. COMMONWEALTH MATERIAL	8
10. INTELLECTUAL PROPERTY	8
11. MORAL RIGHTS	9
12. DISCLOSURE OF INFORMATION	9
13. PROTECTION OF PERSONAL INFORMATION	10
14. COMPLIANCE WITH LAWS AND POLICIES.....	12
15. ACCOUNTABILITY	12
16. INDEMNITY	13
17. INSURANCE	13
18. CONFLICT OF INTEREST	14
19. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY	14
20. DISPUTE RESOLUTION	14
21. TERMINATION AND REDUCTION.....	15
22. DEFAULT.....	16
23. WAIVER.....	16
24. SEVERABILITY	16
25. APPLICABLE LAW.....	16
26. NOTICES.....	16
27. STEP-IN RIGHTS.....	17
28. SUCCESSION OF CONTRACTOR	17
SCHEDULE 1 – THE CONTRACT DETAILS.....	19
ATTACHMENT A – THE STATEMENT OF REQUIREMENT	23
ATTACHMENT B – APPROVED SECURITY GUARDS	32
ATTACHMENT C – FEES AND CHARGES.....	34

THIS CONTRACT is made on the 9th day of December 2020

BETWEEN

COMMONWEALTH OF AUSTRALIA (“the Commonwealth”) for the purposes of this Contract represented and acting through the Department for the Regulation of Air Transport (DRAT);

AND

NO WORRIES SECURITY SERVICES, ABN 223 445 667, ACN 445667

and having its registered office at Level 22, 23 Bank Street Civic ACT 2601 (in this Contract called “the Contractor”) of the other part.

WHEREAS:

- A. The Commonwealth requires the provision of Security Guarding Services for the Department for the Regulation of Air Transport (DRAT);
- B. The Contractor has fully informed itself on all aspects of the work required to be performed and has submitted a proposal and quotation dated 29 September 2020.
- C. The Commonwealth has agreed to accept the Contractor's offer to provide the Services upon the terms and conditions contained in this Contract.

NOW IT IS HEREBY AGREED as follows:

INTERPRETATION

1.1 In this Contract unless the contrary intention appears:

“Approved Security Guard” means a person engaged by the Contractor who has been approved by the Department to enter the Premises for the purpose of performing all or part of the work constituting the Services.

“Commencement Date” means the date on which this contract is made, unless otherwise specified in Schedule 1, Paragraph 2.1.

“Commonwealth Material” means any Material provided by the Commonwealth to the Contractor for the purposes of this Contract or which is copied or derived from Material so provided.

“Confidential Information” means information that:

- (a) is by its nature confidential;
- (b) is designated by the Commonwealth as confidential; or
- (c) the Contractor knows or ought to know is confidential;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Contract or by any other unlawful means; or
- (e) is in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Commonwealth; or
- (f) has been independently developed or acquired by the Contractor.

“Contract Material” means all Material:

- (a) brought into existence for the purposes of performing the Services;
- (b) incorporated in, supplied or required to be supplied along with, the Material referred to in paragraph (a); or
- (c) copied or derived from Material referred to in paragraphs (a) or (b).

“Contractor” means the party who by the Contract undertakes to provide the Services and, where the context so admits, include the officers, employees, agents and subcontractors of the Contractor.

“Department” includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this contract.

“Departmental Security Manager” means the person specified in Schedule 1, Paragraph 9 or any substitute notified to the Contractor.

“Emergency” means an unforeseen Security Incident that requires immediate action.

“Emergency Security Services” means services provided to respond to an Emergency and includes the emergency security services specified in Attachment A, Paragraph 6.

“End Date” means the expiry date of this contract as specified in Schedule 1, Paragraph 2.2.

“Fees and Charges” means the cost of the Services as specified in the Contract Schedule.

“Intellectual Property” includes

- a. all copyright (including rights relating to phonograms and broadcasts);
- b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and
- c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,

but does not include:

- d. Moral Rights;
- e. The non-proprietary rights of performers; or
- f. Rights in relation to confidential information.

“Key Performance Indicators (KPIs)” means the key performance indicators set out in Attachment A, paragraph 11.

“Keys” includes keys, swipe cards and any other devices used to secure access to any of the Premises.

“Material” includes plans, drawings, sketches, documents, equipment, software, goods, information and data stored by any means.

“Moral Rights” means the following non-proprietary rights of authors of copyright Material;

- a. the rights of attribution of authorship;
- b. the right of integrity of authorship;
- c. the right not to have authorship falsely attributed.

“Official Resources” includes:

- a. Official Information;
- b. People who work for or with the Department; and
- c. Assets belonging to (even if in the possession of contracted providers) or in possession of the Department.

“Official Information” means any information developed, received or collected by or on behalf of the Department to which the Contractor gains access under or in connection with this Contract, and includes the Contract Material and the terms of the Contract.

“Period of the Contract” means the period of this Contract as specified in Schedule 1, Paragraph 2.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

“Personnel” means:

- a. in relation to the Contractor, any natural person who is an officer, employee, agent or professional adviser of the Service Provider or of its subcontractors; and
- b. in relation to the Department, any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional adviser of the Department.

“Premises” means the buildings described in Attachment A, Paragraph 1.3 that are occupied by the Department.

“Security Incident” means a security breach, violation, contact or approach from those seeking unauthorised access to Official Resources.

“Services” means the services described in Attachment A – Statement of Requirement as changed from time to time in accordance with the contract and any Additional Services.

- 1.2 Words importing a gender include any other gender.
- 1.3 Words in the singular number include the plural and words in the plural number include the singular.
- 1.4 A reference to “dollar” or “\$” is a reference to the unit of currency of Australia.
- 1.5 A reference to a clause includes a subclause of the clause.
- 1.6 Clause headings in this Contract are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- 1.7 The attached Schedule (and attachments if any) form part of this Contract. In the event of any conflict between the terms and conditions contained in the clauses of the Contract and any part of the Schedule (and attachments if any) then the terms and conditions of the clauses shall take precedence.
- 1.8 A reference to a Schedule is a reference to a Schedule to this Contract and includes such Schedules as amended or replaced from time to time by agreement in writing between the parties.

2. PROVISION OF SERVICES

- 2.1 The Contractor will perform the Services (including the preparation of Contract Material) in accordance with the Contract Schedules and Attachments and with due care and skill and in accordance with relevant best practice, including any relevant Commonwealth and industry standards and guidelines.
- 2.2 The Contractor will ensure that the Services and Contract Material are fit for the purpose for which they are provided.

2.3 The Contractor will perform the Services at the times and in the manner specified in the Contract Schedule.

3. FEES, ALLOWANCES AND ASSISTANCE

3.1 The Commonwealth will pay to the Contractor the fees and any allowances, meet costs and provide assistance as specified in Item 11 of the Contract Schedule.

3.2 Where the Contract Schedule provides that the Contractor is to be paid by progressive instalments, the Commonwealth will be entitled, without derogating from any other right it may have, to defer payment of an instalment until the Contractor has completed to the satisfaction of the Commonwealth that part of the Services to which that instalment relates.

3.3 The Contractor will submit invoices for payment in the manner specified in the Contract Schedule and clause 4 [*Taxes, Duties and Government Charges*].

4. TAXES, DUTIES AND GOVERNMENT CHARGES

4.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract will be borne by the Contractor.

4.2 The Contract Price set out in the Contract Schedule includes Goods and Services Tax (GST) for Services to be delivered under the Contract.

4.3 The Contractor will issue the Commonwealth with a 'tax invoice' in accordance with the GST Act together with, or as part of, each invoice submitted for payment in accordance with clause 3.3.

4.4 The amounts payable by the Commonwealth to the Contractor, as determined under Clause 3 [Fees, Allowances and Assistance], are stated inclusive of GST but must not include any amount which represents GST paid by the Contractor for which the Contractor may claim an input tax credit.

4.5 If a payment to satisfy a claim or a right to claim under or in connection with this Contract gives rise to a liability to pay GST, the payer must also pay, and indemnify the payee against the amount of that GST.

4.6 If a party has a claim under or in connection with this Contract for a cost on which that party must pay GST, the claim is for the cost plus all GST on that cost (except any GST for which that party is entitled to an input tax credit).

5. ENTIRE AGREEMENT AND VARIATION

5.1 This Contract constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Contract.

5.2 No agreement or understanding varying or extending this Contract, including in particular the scope of the Services in the Contract Schedule will be legally binding upon either party unless in writing and signed by both parties.

6. SUBCONTRACTING

6.1 The Contractor will not, without prior written approval of the Commonwealth, subcontract the performance of any part of the Services to any other subcontractors. In giving written approval, the Commonwealth may impose such terms and conditions as it thinks fit.

6.2 The Contractor will be fully responsible for the performance of the Services notwithstanding that the Contractor has subcontracted the performance of any part of those Services.

6.3 Despite any approval given by the Commonwealth, the Contractor will be responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets the requirements of the Contract.

7. APPROVED SECURITY GUARDS

7.1 The Contractor agrees to provide a portfolio of Personnel proposed for the Services (including relief Personnel) and to furnish the following information about each person, and any other details reasonably requested by the Department, to the Department Security Manager at least 10 days before the Commencement Date or thereafter at least 5 days before the person(s) is allowed to enter the Premises for the purpose of providing the Services:

- a. Full name (including any previous or other names);
- b. Date of birth;
- c. Australian Government security clearance;
- d. ACT security licence; and
- e. First aid certificate.

7.2 The Contractor agrees to inform the Departmental Security Manager of any change to the information provided in accordance with Clause 7.1.

7.3 No person shall be allowed to enter the Premises for the purposes of providing the Services unless they have been approved by the Department. The Contractor agrees that Approved Security Guards will perform work in relation to the Services in accordance with the contract.

7.4 If Approved Security Guards are unable to perform the work as required under Clause 7.3, the Contractor agrees to notify the Department immediately.

7.5 The Contractor agrees, at the request of the Department acting in its absolute discretion, to remove Personnel (including Approved Security Guards) from work in relation to the Services.

7.6 If Clause 7.4 or 7.5 applies, the Contractor will provide replacement Personnel acceptable to the Department at no additional cost and at the earliest opportunity.

7.7 If the Contractor does not comply with Clause 7.6, the Department may terminate this contract in accordance with Clause 21.

8. CONTRACT MATERIAL

8.1 Ownership of all Contract Material will vest in the Commonwealth upon creation.

8.2 Upon the expiration or earlier termination of this Contract the Contractor will deliver to the Commonwealth all Contract Material remaining in its possession save for one copy which will be retained for the Contractor's file.

9. COMMONWEALTH MATERIAL

9.1 The Commonwealth agrees to provide Material to the Contractor as specified in the Contract Schedule.

9.2 The Commonwealth grants to the Contractor a royalty-free, non-exclusive licence to use, reproduce and adapt the Commonwealth Material for the purposes of this Contract.

9.3 The Contractor agrees to ensure that all Commonwealth Material is used strictly in accordance with any conditions or restrictions set out in the Contract Schedule, and any direction by the Commonwealth.

9.4 Ownership of all Commonwealth Material remains vested at all times in the Commonwealth.

9.5 Upon the expiration or earlier termination of this Contract, the Contractor will return to the Commonwealth all Commonwealth Material remaining in its possession.

10. INTELLECTUAL PROPERTY

10.1 Subject to this clause, Intellectual Property in all Contract Material vests in the Commonwealth.

10.2 Clause 10.1 does not affect the ownership of Intellectual Property in any existing Material which is specified in the Contract. However, the Contractor grants to the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit such Material anywhere in the world. Notwithstanding *Part VII* of the *Copyright Act 1968*, publication of the Material in accordance with this licence will not affect such ownership.

10.3 If requested by the Commonwealth to do so, the Contractor will bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause.

- 10.4 The Contractor warrants that it is entitled, or will be entitled or will procure that it is entitled at the relevant time, to deal with the Intellectual Property in any Contract Material in the manner provided for in this clause.
- 10.5 The Contractor will at all times indemnify and hold harmless the Commonwealth, its officers, employees and agents (in this clause referred to as “those indemnified”) from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person in respect of any infringement of Intellectual Property by the Contractor, its officers, employees, agents or subcontractors in connection with the performance of the Services or the use by the Commonwealth of the Contract Material.
- 10.6 The indemnity referred to in Clause 10.5 will survive the expiration or termination of this Contract.

11. MORAL RIGHTS

- 11.1 Where the Contractor is a natural person and the author of the Services, he or she consents to the performance of the acts permitted under Clause 10 with or without attribution of authorship (but excluding an act amounting to false attribution of authorship) to all or any part of the Services by the Commonwealth or any person under or through the Commonwealth.
- 11.2 In other cases, the Contractor shall:
- a. obtain from each author a written consent which extends directly or indirectly to the performance of acts permitted under Clause 10 with or without written attribution of authorship (but excluding an act amounting to false attribution of authorship) to all or any part of the Services by the Commonwealth or any person claiming under or through the Commonwealth (whether occurring before or after the consent is given); and
 - b. upon request, provide the executed original of any such consent to the Commonwealth.
- 11.3 The operation of this Clause 11 survives the expiration or termination of this Contract.

12. DISCLOSURE OF INFORMATION

- 12.1 The Contractor will not, without the prior written approval of the Commonwealth, disclose to any person other than the Commonwealth, any Confidential Information contained in Commonwealth Material or Contract Material. In giving written approval the Commonwealth may impose such terms and conditions as it thinks fit.

- 12.2 The Commonwealth will not, without the prior written approval of the Contractor, disclose to any person other than the Contractor, any information which is confidential to the Contractor.
- 12.3 The Commonwealth may at any time require the Contractor to give and to arrange for its officers, employees, agents and subcontractors engaged in the performance of the Services to give written undertakings, in a form required by the Commonwealth, relating to the non-disclosure of Confidential Information. The Contractor will promptly arrange for all such undertakings to be given.
- 12.4 The obligations on the Contractor and the Commonwealth under this Clause 12 will not be taken to have been breached where the information referred to is legally required to be disclosed.
- 12.5 The Commonwealth gives no undertaking to treat Contractor information, or this Contract, as confidential information. The Contractor acknowledges that the Commonwealth may disclose information relevant to this Contract, or this Contract itself to any person:
- a. to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency;
 - b. if required in connection with legal proceedings;
 - c. for public accountability reasons, including a request for information by parliament of a parliamentary committee or a Commonwealth Minister;
 - d. to Commonwealth third party service providers for the purposes of providing goods and services to, or on behalf of, the Commonwealth; or
 - e. for any other requirements of the Commonwealth.
- 12.6 This Clause 12 will survive the expiration or termination of this Contract.

13. PROTECTION OF PERSONAL INFORMATION

- 13.1 In this Clause 12, the terms 'approved privacy code' (APC), 'Information Privacy Principles' (IPPs) and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the *Privacy Act 1988* (the Privacy Act).
- 13.2 The Contractor acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agrees in respect of the provision of the Services under this Contract:
- (a) to use personal information held in connection with the Contract only for the purposes of this Contract;

- (b) not to do any act or engage in any practice that would breach an IPP contained in section 14 of the Privacy Act, which if done or engaged in by the Commonwealth, would be a breach of the IPP;
- (c) to carry out and discharge the obligations contained in the IPPs as if it were the Commonwealth under the Privacy Act;
- (d) to notify individuals whose Personal Information the Contractor holds, that complaints about acts or practices of the Contractor may be investigated by the Privacy Commissioner who has power to award compensation against the Contractor in appropriate circumstances;
- (e) not to use or disclose Personal Information or engage in an act or practice that would breach 16F (direct marketing) of the Privacy Act, any NPP (particularly NPPs 7 to 10) or an APC where that section, NPP or APC is applicable to the Contractor, unless:
 - (i) in the case of section 16F, the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Contract; or
 - (ii) in the case of an NPP or an APC, where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Contract, and the activity or practice which is authorized by this Contract is inconsistent with the NPP or APC;
- (f) to disclose in writing to any person who asks, the content of the provisions of this Contract (if any) that are inconsistent with an NPP or APC binding a party to this Contract;
- (g) to immediately notify the Commonwealth if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this Clause 13, whether by the Contractor or any subcontractor; and
- (h) to ensure that any employee of the Contractor who is required to deal with Personal Information for the purposes of this Contract is made aware of the obligations of the Contractor set out in this Clause 13;
- (i) to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth arising out of or in connection with a breach of the obligations of the Contractor under this Clause 13 or any misuse of personal information by the Contractor or any disclosure by the Contractor in breach of an obligation of confidence whether arising under the *Privacy Act 1988* or otherwise.

13.3 The indemnity referred to in Clause 13.2(i) will survive the expiration or termination of this Contract.

14. COMPLIANCE WITH LAWS AND POLICIES

- 14.1 The Contractor agrees, in carrying out this Contract, to comply with:
- (a) All relevant legislation of the Commonwealth (particularly the *Crimes Act 1914*, *Criminal Code Act 1995*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984*, *Disability Discrimination Act 1992* and *Auditor-General Act 1997*) of any State, Territory or local authority; and
 - (b) Any obligations it has under the *Equal Opportunity for Women in the Workplace Act 1999*.
- 14.2 The Contractor acknowledges that under subsection 137.1 of the *Criminal Code Act 1995*, giving false or misleading information to the Commonwealth is a serious offence.
- 14.3 The Contractor agrees, when using the Commonwealth's premises or facilities, to comply with all reasonable directions and procedures relating to workplace health, safety and security in effect at those premises or in regard to those facilities (including the Commonwealth's smoke free work place policy), as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

15. ACCOUNTABILITY

- 15.1 The Contractor agrees to give to the Departmental Security Manager and any persons authorised in writing by the Departmental Security Manager (including but not limited to, the Auditor-General and the Privacy Commissioner) the right of access to premises:
- (a) at which Material associated with this Contract is stored; and
 - (b) where work associated with this Contract is undertaken,
- at all reasonable times. The right of access will include (but not be limited to) the right to inspect and copy documents, records and other Material for purposes associated with this Contract or any review of performance under this Contract.
- 15.2 The rights referred to in Clause 15.1 are subject to:
- (a) the provision of reasonable prior notice from the Commonwealth (except where there is an actual or apprehended breach of the law); and
 - (b) the reasonable security procedures of the Contractor.
- 15.3 The Contractor agrees to provide all reasonable assistance requested by the Commonwealth in respect of any inquiry into or concerning the Services of this contract.
- 15.4 The Departmental Security Manager will endeavour to notify the Contractor as early as possible of any assistance required under Clause 15.3, provided

always that the Contractor acknowledges that such assistance may be oral and is not subject to any minimum notice period.

- 15.5 The requirement for access under this clause does not in any way reduce the responsibility of the Contractor to perform its obligations in accordance with this Contract.
- 15.6 The Contractor agrees to ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause permitting the Departmental Security Manager, and other person authorised by the Departmental Security Manager, to have access as specified in these clauses.
- 15.7 The operation of this Clause 15 survives the expiration or termination of this Contract for a period of seven years.

16. INDEMNITY

- 16.1 Subject to the provisions of this Contract, the Contractor will at all times indemnify and hold harmless the Commonwealth, its officers, employees and agents (in this Clause 16 referred to as “those indemnified”) from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Contractor, its officers, employees, agents or subcontractors in connection with this Contract.
- 16.2 The Contractor's liability to indemnify the Commonwealth under Clause 16.1 will be reduced proportionately to the extent that any act or omission of the Commonwealth or its officers, employees or agents contributed to the loss or liability.
- 16.3 The right of the Commonwealth to be indemnified under this Clause 16 is in addition to, and not exclusive of, any other right, power or remedy provided by law and does not entitle the Commonwealth to be compensated in excess of the amount of the relevant loss, damage, expense or liability.
- 16.4 The Contractor will indemnify the Commonwealth from and against any cost, liability, loss or expense incurred by the Department if Keys to any of the Department's Premises are lost or damaged through an act or omission involving fault on the part of the Contractor or its Personnel.
- 16.5 The indemnity referred to in Clause 16.1 will survive the expiration or termination of this Contract.

17. INSURANCE

- 17.1 The Contractor will, for so long as any obligations remain in connection with this Contract, effect and maintain insurance (and, where so required in the Contract Schedule, noting the interests of the Commonwealth) as specified in the Contract Schedule.

17.2 The Contractor will, if so requested by the Commonwealth, provide the Commonwealth with a copy of any insurance policy effected in accordance with Clause 17.1 and a certificate of currency.

17.3 The Contractor will ensure each Subcontractor is insured against the Subcontractor's corresponding liabilities.

18. CONFLICT OF INTEREST

18.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract by itself or by any of its officers, employees, agents or subcontractors.

18.2 If during the term of this Contract a conflict of interest arises, or appears likely to arise, the Contractor undertakes to notify the Commonwealth immediately in writing and to take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict. If the Contractor fails to notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the Commonwealth may terminate this Contract in accordance with the provisions of Clause 21.

18.3 The Contractor will not, and will ensure that any officer, employee, agent or subcontractor of the Contractor does not, engage in any activity or obtain any interest during the course of this Contract which is likely to conflict with or restrict the Contractor in providing the Services to the Commonwealth fairly and independently.

19. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

19.1 The Contractor will not represent itself, and will ensure that its officers, employees, agents and subcontractors do not represent themselves, as being officers, employees, partners or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

19.2 The Contractor will not by virtue of this Contract for any purpose be deemed to be an officer, employee, partner or agent of the Commonwealth, or as having any power or authority to bind or represent the Commonwealth.

20. DISPUTE RESOLUTION

20.1 The parties agree that any dispute arising during the course of this Contract will be dealt with as follows:

(a) first, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;

(b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;

- (c) thirdly, the parties have 10 business days from the receipt of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure:
and
- (d) lastly, if there is no resolution or agreement or there is a submission to mediation of some of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 business days, then either party may commence legal proceedings.

20.2 Despite the existence of a dispute, the Contractor will (unless requested in writing not to do so) continue to perform the Services.

20.3 This clause 20 does not preclude either party from commencing legal proceedings for urgent interlocutory relief.

21. TERMINATION AND REDUCTION

21.1 The Commonwealth may, at any time by written notice, terminate this Contract, or reduce the scope of the Services. If this Contract is so terminated or reduced in scope, the Commonwealth will, subject to Clauses 21.3 and 21.4, be liable only for:

- (a) payments under the payment provisions of this Contract for Services rendered before the effective date of termination or reduction; and
- (b) any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction.

21.2 Upon receipt of a notice of termination or reduction the Contractor will:

- (a) stop work as specified in the notice;
- (b) take all available steps to minimise loss resulting from that termination or reduction and to protect Commonwealth Material and Contract Material; and
- (c) in the case of reduction in the scope of the Services, continue work on that part of the Services not affected by the notice.

21.3 In the event of reduction in the scope of the Services the Commonwealth's liability to pay fees, allowances or assistance under Clause 3 of this Contract will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

21.4 The Commonwealth will not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this Contract, together exceed the fees set out in the Contract Schedule. The Contractor will not be entitled to compensation for loss of prospective profits.

22. DEFAULT

- 22.1 If either party is in default under this Contract on account of the failure to perform or observe any obligation or undertaking to be performed or observed on its part under this Contract, the party not in default may, subject to Clause 22.2, by notice in writing to the other party, terminate this Contract without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.
- 22.2 Where the default is capable of being remedied, a party will not exercise its rights of termination under Clause 22.1 unless it has first given to the other party notice in writing specifying the default and requiring the other party to remedy it within the time (being not less than 10 business days) specified in the notice and the default is not remedied within the time allowed.
- 22.3 If the Contractor goes into liquidation or a receiver and manager or mortgagee's or chargee's agent is appointed or, in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors, the Commonwealth may, by notice in writing, terminate this Contract without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

23. WAIVER

- 23.1 A waiver by either party in respect of any breach of a condition or provision of this Contract will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Contract will in no way be interpreted as a waiver of such provision.

24. SEVERABILITY

- 24.1 Each provision of this Contract and each part thereof will, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part (as the case may be) will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

25. APPLICABLE LAW

- 25.1 This Contract will be governed by and construed in accordance with the laws of the Australian Capital Territory and the parties agree, subject to the Contract, that the Courts of the Australian Capital Territory will have jurisdiction to entertain any action in respect of, or arising out of, this Contract.

26. NOTICES

- 26.1 Any notice, request or other communication to be given or served pursuant to this Contract will be in writing and dealt with as follows:
- (a) if given by the Contractor to the Commonwealth - addressed and forwarded for the attention of the Departmental Security Manager at the address indicated in the Contract Schedule or as otherwise notified by the Departmental Security Manager.

- (b) if given by the Commonwealth to the Contractor - signed by the Departmental Security Manager and forwarded to the Contractor at the address indicated in the Contract Schedule or as otherwise notified by the Contractor.
- 26.2 Any notice, request or other communication will be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is transmitted electronically a copy is to be sent to the addressee by pre-paid post.
- 26.3 Any notice, request or other communication will be deemed to have been received:
 - (a) if delivered by hand, on the date of delivery;
 - (b) if sent by pre-paid post within Australia, upon the expiration of two business days after the date on which it was sent; and
 - (c) if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.

27. STEP-IN RIGHTS

- 27.1 Without prejudice to any other right or remedy which the Department may have, if the Contractor fails to provide the Services in accordance with the contract and that failure prevents, hinders, degrades or delays the performance of any function that the Department acting reasonably considers to be critical in the circumstances for more than 24 hours, then upon giving written notice to the Contractor, the Department may, at its absolute discretion, take control of the part of the Services in question and may obtain services similar to the Services from another supplier or make any other arrangements considered necessary by the Department to maintaining continuity of the Services.
- 27.2 The Contractor will not be entitled to receive any payment of fees that relate to the Services performed by the Department or any third party under clause 27.1.
- 27.3 The Department will pay any third party that it uses to provide the Services in the exercise of its rights under clause 27.1 and may recover the difference between the fees paid to the third party service provider for the Services and the fees that would otherwise have been payable to the Contractor for those Services.

28. SUCCESSION OF CONTRACTOR

- 28.1 On expiry or earlier termination of this Contract for any reason, the Contractor will provide all reasonable assistance to ensure that an alternative service provider approved by the Commonwealth may commence providing the Services to the Commonwealth without interruption.

28.2 The assistance referred to in clause 28.1 will include transferring to or providing access to the alternative service provider all information stored by whatever means by the Contractor or under the control of the Contractor in connection with this Contract.

28.3 The Commonwealth may by notice to the Contractor require the Contractor after the expiry or earlier termination of the Contract to continue to perform as if that Contract had not expired or been terminated, for a further period:

- (a) until another contract is entered into with an alternative service provider for the Services; or
- (b) until an alternative service provider with whom a contract is entered into provides similar Services;

whichever is later.

SCHEDULE 1 – THE CONTRACT DETAILS

1 SERVICES

- 1.1 The Contractor will perform the Services in accordance with the terms and conditions of this Contract. The Contractor will consult with the Commonwealth throughout the performance of the Services and will advise the Commonwealth of any event or circumstance materially affecting the scope or timing of the Services.
- 1.2 The Contractor will perform the Services in a timely manner to the extent that it is within its reasonable control to do so.
- 1.3 The Contractor will provide the Services to the Commonwealth, at the Commonwealth's designated sites.
- 1.4 A detailed description of the Services is at Attachment A – Statement of Requirements.

2 PERIOD OF THE CONTRACT

- 2.1 The Commencement Date of this contract will be 1 January 2021.
- 2.2 The End Date of this contract will be 31 December 2023.
- 2.3 Prior to the expiration or earlier termination of the Contract, the Commonwealth may extend the Contract by two further periods of 1 year from the End Date. If the Department exercises its right to extend this contract for one or both extension periods, this contract will continue as is except:
 - a) the parties will negotiate an adjustment to the fees payable to address any CPI or award increase; and
 - b) the End Date will be amended according to the option extension.

3 SCOPE OF THE SERVICES

- 3.1 The Contractor will provide Security Guarding Services to DRAT in accordance with the requirements of Attachment A - Statement of Requirements.
- 3.2 The Services will be provided at each of the premises currently occupied by DRAT. Those premises are
 - (a) 65-67 Forest Circuit, Deakin ACT
 - (b) 98 Putt St, Sydney NSW
 - (c) 92-96 Sandringham St, Dandenong VIC

- (d) DRAT House, 56 Green St, Perth WA

4 PAYMENT

- 4.1 Payment of the Services will occur net 30 days from receipt of a correctly rendered invoice. Notwithstanding Item 11 of this Schedule, the invoice will include any other supporting documentation as confirmation of the provision of the Services.
- 4.2 An invoice is correctly rendered when the Commonwealth receives the following information:
 - (a) the correct amount displayed on the invoice for the provision of that part of the Services;
 - (b) documentation (if any) required to substantiate the amount displayed on the invoice;
 - (c) the Commonwealth's correct address and contact;
 - (d) a tax invoice in accordance with the requirements of the GST Act; and
 - (e) any other information as specified by the Commonwealth.
- 4.3 If an invoice which is not correctly rendered is received by the Commonwealth, the Commonwealth will promptly notify the Contractor and set the invoice aside. The Contractor will rectify the problem prior to payment being made and notify the Commonwealth once the problem is rectified.
- 4.4 The Contractor will resubmit the invoice to the Commonwealth for payment.

5 INSURANCE

- 5.1 The Contractor will maintain the following insurance for the life of the contract:

Public Liability:	Value: \$10 million Insurer: QBD Policy Number: AAA56342 Expiry Date: 31 March 2021
-------------------	--

Professional Indemnity:	Value: \$20 million Insurer: QBD Policy Number: BBB39512 Expiry Date: 31 March 2021
-------------------------	--

Workers Compensation: Value: As per legislative requirements in each state and/or territory.
Insurer: Workers Protection
Policy Number: F321987AD
Expiry Date: 15 June 2021

- 5.2 Certificates of currency must be provided on the request of the Departmental Security Manager.

7 APPROVED SECURITY GUARDS

- 7.1 The Approved Security Guards who will be supplied by the Contractor to provide the Services to the Commonwealth are as listed at Attachment B.
- 7.2 The Contractor will provide skilled personnel to meet the Commonwealth's requirements for the Period of the Contract. The Approved Security Guards will work closely with the Departmental Security Manager and be directed to complete any other activities as determined by the Departmental Security Manager or other nominated representative.

8. COMMONWEALTH'S OBLIGATIONS

- 8.1 The Commonwealth will as soon as practicable, make available to the Contractor all information, documents and other particulars relating to the Commonwealth's requirements and will make all necessary arrangements to enable the Contractor to perform the Services in a timely manner. The Commonwealth will notify the Contractor if the Commonwealth becomes aware of any matter which may change the scope or timing of the Services.
- 8.2 Unless otherwise specifically agreed, the Commonwealth will give its decisions and approvals and obtain all necessary approvals, authorities, licences and permits from Governmental, municipal or their responsible authorities in time to permit the Services to be performed without delay.

9 THE DEPARTMENTAL SECURITY MANAGER AND ADDRESS FOR CORRESPONDENCE AND INVOICES

The Departmental Security Manager details are:

Name: Mr Tom Roberts
DRAT
PO Box 9292
CANBERRA CITY ACT 2612
Ph: (02) 620123568
Fax:(02) 620123569
Email: tom.roberts@drat.gov.au

10 CONTRACTOR'S ADDRESS FOR CORRESPONDENCE:

Contact details are:

Name: Ms Mary Proud
Title Managing Director
No Worries Security Services Pty Ltd

Company Level 2, 23 Bank Street
Address Civic ACT 2601

Ph: 62194576
Fax: 62194577
Email: maryp@noworries.com.au

11 FEES AND CHARGES

- 11.1 The Commonwealth will pay the Contractor fees as per Attachment C for the period of the Contract. The Contractor's rate is inclusive of all taxes, duties and all other charges.
- 11.2 Invoices will be forwarded monthly in arrears or in a manner otherwise agreed between the parties, to the Commonwealth at the address set out in item 9 of this Schedule.
- 11.3 The Contractor will submit to the Commonwealth timesheets indicating among other things:
- (a) the number of hours worked over the period referred to in the invoice; [and/or]
 - (b) the Services performed during that period divided into its sub-components; and
 - (c) a signed and dated declaration confirming that the information provided is true and accurate.
- 11.4 Any travel by the Contractor will only be undertaken at the express request of the Commonwealth and the costs of such travel and accommodation will be subject to agreement by both parties prior to the travel proceeding. In any event, the costs of any such travel and accommodation will not exceed non-SES APS rates.
- 11.5 The Contractor may provide to the Commonwealth services which fall outside the scope of the Services referred to in this Contract. Additional services will be provided by the Contractor only upon receipt of a request from the Departmental Security Manager and the rates listed in Attachment C will apply.

ATTACHMENT A – THE STATEMENT OF REQUIREMENT

1 The DRAT Environment

- 1.1 The Department for the Regulation of Air Transport (DRAT) requires the provision of Security Guarding Services including reception and monitoring services.
- 1.2 DRAT's protective security measures include a Type 1 Security Alarm System, an Electronic Access Control System, Closed Circuit Television and 24x7 on-site guarding and monitoring services.
- 1.3 DRAT currently occupies the following premises:
 - a. 65-67 Forest Circuit, Deakin ACT
 - b. 98 Putt St, Sydney NSW
 - c. 92-96 Sandringham St, Dandenong VIC
 - d. DRAT House, 56 Green St, Perth WA

2. Overview of Services

- 2.1 DRAT requires the provision of security guarding services to the highest standards to protect its people and assets which include:
 - a. staff, clients, visitors, contractors and consultants;
 - b. property; and
 - c. information.
- 2.2 The Contractor must possess and keep current for the term of the contract a master licence under the Security Industry Act 2003.
- 2.4 For all the premises listed in paragraph 1.3, DRAT requires qualified and security cleared personnel to provide:
 - a. Receptionist services and static guarding services;
 - b. On-site monitoring of DRAT's Closed Circuit Television (CCTV) network (approximately 25 cameras at each site);
 - c. On-site monitoring of the DRAT Electronic Access Control System (EACS);
 - d. On-site monitoring of DRAT's Type 1 Security Alarm System (SAS) and response to any alarms;
 - e. Internal and external patrols;
 - f. Duties as directed by the Departmental Security Manager.
- 2.5 In this Statement of Requirements:

- a. Security Officer Level 3 means a person employed to:
 - i. Monitor, operate and respond to intrusion detection, access control or integrated building intelligence and security systems terminating in a televised display monitor or computerised printout, that also has the capacity for, and requires, more sophisticated data input through an integrated networking system by means of a keyboard operated by the officer;
 - ii. Patrol and protect various establishments, premises and the like, using a motor vehicle.
- b. Security Officer Level 4 means a person employed to:
 - iii. Operate and/or monitor multiple alarm systems within a central station
 - iv. Supervise/train other staff members in central station operations.

3. On-Site Guarding Requirements

- 3.1 The contractor will provide two on-site security guards at each of the DRAT premises as per the following:
 - a. One uniformed Supervisor security guard for 10 hours per day, Monday to Friday (excluding public holidays) from 7:30 hours to 17:30 hours. This Supervisor security guard must be at the Security Officer Level 4 classification.
 - b. One uniformed security guard for 10 hours per day, Monday to Friday (excluding public holidays), from 7:30 hrs to 17:30 hrs. This security guard must be at the Security Officer Level 3 classification.
 - c. Two uniformed security guards 14 hours per day, Monday to Friday (excluding public holidays), from 17:30 hrs to 7:30 hrs. These security guards must be at Security Officer Level 3 classification.
 - d. Two uniformed security guards 24 hours per day on weekends and public holidays. These security guards must be at the Security Officer Level 3 classification.
- 3.3 The contractor will ensure there are fully trained and approved relief security personnel available to cover all absences.
- 3.4 The contractor will be responsible for removing and replacing any security personnel found to be unsuitable for their role.

- 3.5 The contractor will inform DRAT a minimum of 5 days prior to the proposed commencement of any security guard providing details including but not limited to the following:
- a. Full name
 - b. Date of birth
 - c. Australian Government security clearance
 - d. Relevant state or territory security licence details
 - e. First aid certification.
- 3.6 The contractor will provide a supervisor/inspector to visit each of the premises a minimum of four times a week to undertake spot checks of the services being provided.
- 3.7 The security guards' primary contact at DRAT will be with the Departmental Security Manager. Alternate authorised representatives of DRAT may liaise with the security guards from time to time.
- 3.8 Each security guard must be cleared to a "Top Secret" level security clearance. The contractor will pay for any security clearances required by their personnel to perform the Services.
- 3.9 The security guards will be required to detect offences committed against DRAT staff, clients or contractors and to report, render assistance or call the police as the situation requires and generally to resolve problems as quickly as possible in accordance with any procedures or instructions normally expected of a guarding service or in the contract.
- 3.10 The security guards must minimise the loss or damage of DRAT property and be vigilant for intentional acts or accidents which may result in harm or damage to persons or property.

4 Security Reception Services

- 4.1 The security guards will be expected to provide reception at the first point of contact for staff and visitors at each of DRAT's premises and to carry out the following reception duties:
- a. Provide a welcoming and friendly reception counter for DRAT staff and visitors;
 - b. Greet and assist visitors in a polite and helpful manner;
 - c. Answer general queries where possible and redirect calls as necessary;

- d. Arrange reception of visitors and monitor arrivals and departures;
 - e. Refer to conference and meeting room bookings and direct visitors accordingly;
 - f. Issue and control passes including visitor's passes, lost and forgotten passes and passes for maintenance activities;
 - g. Maintain visitor's and contractor's logs when required and sign in all official visitors and contractors;
 - h. Deter entry of unauthorised persons;
 - i. Monitor the entry and exit of staff pass holders through the bank of speed styles installed on the ground floor;
 - j. Monitor and respond to security alarms;
 - k. Monitor the footage of approximately 25 cameras on CCTV;
 - l. Monitor and respond to fire alarms;
 - m. Assist with warden duties during emergency procedures;
 - n. Raise and lower the flag located at the front entrance of the premises.
- 4.2 The contractor will ensure that one security guard remains at all times at the security/reception desk to monitor the telephones, intercom system, fire detection equipment, SAS, EACS, CCTV and the Building Management System (BMS).

5 Patrols and Inspections

- 5.1 The security guards will be required to carry out random patrols of each of the premises, including their surrounds, to:
- a. Ensure that all perimeter doors, windows and gates are secured;
 - b. Inspect the building and other areas for signs of theft, forced entry, vandalism or damage and to detect fire, flooding and/or unauthorised persons on the property;
 - c. Secure any damaged sites until either repairs or maintenance action has been completed;

- d. Immediately contact police and request assistance in relation to any unauthorised person or persons illegally gaining, or attempting to illegally gain, access to any part of the building, including to any part of the roof;
 - e. Check the identifications of DRAT personnel and act as a deterrent for any unacceptable activities.
- 5.2 The security guards will conduct one internal patrol between 9:30 and 16:30 hours and three external perimeter patrols (ensuring all access points are secure) between 7:00 and 19:00 hours.
- 5.3 The security guards will conduct one internal patrol and one external perimeter patrol between 19:00 and 7:00 hours.
- 5.4 During after hours patrols, security guards must ensure that security containers are locked and security classified files and information are not left on desks and in trays.
- 5.5 Security guards are required to issue security breach notices to staff where security classified information has not been properly secured.
- 5.6 Between 19:00 and 7:00 hours, security guards are required to escort staff to their vehicles when requested.

6 Emergency Security Services

- 6.1 Where an Emergency arises, the Department may request the Contractor to provide additional Personnel within a short timeframe to address that Emergency. Fees for Emergency Security Services will be charged at the fees specified for Additional Optional Services in Attachment C.
- 6.2 Where the Contractor receives a request under clause 6.1, the Contractor must promptly notify the Department on whether it is in a position to supply the additional Personnel within the required timeframe.
- 6.3 The parties agree that if the Contractor is unable to provide additional Personnel within the timeframe required by the Department, the Department may request a third party service provider to supply Emergency Security Services. The Contractor will not be entitled to receive any payment of fees that relate to the Emergency Security Services performed by the third party.
- 6.4 In the event of the Contractor being required to provide Emergency Security Services, the Contractor will:

- a. Comply with the procedures laid down in any current or future DRAT Emergency Plan during any emergency that may arise at DRAT premises;
- b. Pass instructions during emergency procedure drills and provide reception and direction for fire services, police and ambulance as required;
- c. Respond to any fire or emergency incidents as required;
- d. Implement search and evacuation procedures as required;
- e. Provide first aid for staff, visitors and security personnel as required.

7 Security Reporting and Communication Requirements

7.1 The Contractor will ensure the security guards:

- a. Maintain an occurrence register recording all details or incidents of each shift, including details of the events, activities and occurrences;
- b. Conduct de-briefing/briefing sessions at the change of shifts with incoming/outgoing security personnel;
- c. Maintain a DRAT incidents register/log; and
- d. Investigate and prepare written reports on any breach of security or other incident as directed by DRAT.

8 Additional Services

8.1 On occasion, DRAT may require additional guarding services to cover either special events or unforeseen circumstances. It is also possible that during the term of the contract, it may be necessary to increase the number of sites.

9 Contractor Standards and Qualifications

9.1 The Contractor will comply with:

- a. AS4421 – 1996 Guards and Patrols;
- b. *Workplace Relations Act 1996* (Cth);
- c. The Australian Security Industry Association Ltd Professional Code of Conduct;

- d. The Australian Public Service Values and Code of Conduct;
- e. Any Security Acts or Regulations relevant to the State or Territory in which the Services are being performed.

9.2 Each security guard is to hold as a minimum the following:

- a. Security Officer Level 3 or 4 under the relevant state or Territory award;
- b. An Australian Government issued Top Secret level security clearance;
- c. A current level A and D security licence; and
- d. A current first aid certificate

9.3 Each security guard must have completed a minimum of two days on-site training under the supervision of the contractor's senior security guard prior to commencing duty. This training should include electronic security equipment, CCTV, emergency duties or any other services essential to the operation of the Services.

9.4 Each security guard must have completed the contractor's 2 day customer relations training.

9.5 The cost of training will be the responsibility of the Contractor.

9.6 The contractor will ensure:

- a. Their on-site personnel wear the contractor's corporate uniform (in the form of a business like suit) and carry identification passes and licence while providing Services unless specifically requested otherwise;
- b. That all security personnel are well groomed and uniforms clean and neatly pressed.

10 Contractor Performance

10.1 The contractor must ensure the Services are provided in compliance with all relevant Commonwealth, State and Territory law which relate to the provision of security services to Australian Government agencies and the Australian Government's Protective Security Manual to protect DRAT and its staff from breaches of security, including unauthorised access to the building, theft, damage and loss of or, unauthorised access to, information.

10.2 The Services will be performed to the entire satisfaction of DRAT or its nominated representative. DRAT must be informed at the earliest

opportunity if the contractor will not be able to provide security services to the required standard for any reason.

10.3 To facilitate the delivery of quality services the contractor must at all times follow the Security Guarding Instructions provided at Attachment D. The Instructions will cover the following:

- a. Check list of all duties to be performed;
- b. Inventory check list of specialist equipment provided to the security guards;
- c. Handover procedures at the change of shifts;
- d. Procedures for permitting persons to access DRAT premises and access to restricted areas;
- e. Action on patrols and patrolling frequencies and patterns
- f. Procedures for daily entry of site activity logs;
- g. Nature of possible threats and response on discovering a threat;
- h. Emergency response procedures;
- i. Alarm response procedures;
- j. Communication procedures;
- k. Dress code.

10.4 The Contractor will ensure DRAT is provided (in advance of each week) a copy of the roster of persons who will be on site to perform the Services.

11 Performance Indicators

Section left intentionally blank – refer to Activity 4 in the Manage Contracts Activity Book.

12 Liaison Arrangements

- 12.1 The Contractor will provide a permanent and dedicated account manager to develop an ongoing service relationship with DRAT and to act as a point for communication between DRAT and the Contractor.
- 12.2 The Contractor's account manager will be required to attend a client liaison meeting at 10:00 hrs on the first Thursday of every month or as otherwise arranged with DRAT.
- 12.3 The Contractor will be required to provide a monthly report of service delivery including performance against the key performance indicators. This report will be delivered at the monthly client liaison meeting.
- 12.4 Effective liaison must also be provided at the local level and the Contractor will provide representatives in each of the capital cities where DRAT has premises.

15 Fees and Charges

- 15.1 Fees and charges shall be as per Attachment C.
- 15.2 All fees and charges are GST inclusive.
- 15.3 All invoices will be paid through Electronic Funds Transfer (EFT). The EFT details for payment must be kept current and provided to the Departmental Security Manager.

ATTACHMENT B – APPROVED SECURITY GUARDS

The following personnel have been approved to provide the Services in accordance with Clause 7 of the Contract. Any changes or additions to the Approved Security Guards or their qualifications must be immediately notified to the Departmental Security Manager.

ACT Senior Supervising Security Guard (Level 4)

Jane Austen

ACT Supervising Security Guards (Level 4)

Thomas Hardy

Oscar Wilde

John Steinbeck

ACT Security Guards (Level 3)

Virginia Woolf

Daniel Defoe

Charles Dickens

Joseph Conrad

James Joyce

Dylan Thomas

NSW Senior Supervising Security Guard (Level 4)

Nellie Melba

NSW Supervising Security Guards (Level 4)

Al Jolson

John Denver

Buddy Holly

NSW Security Guards (Level 3)

Enrico Caruso

Jim Morrison

Barry White

Sarah Vaughan

Sam Cooke

Marvin Gaye

VIC Senior Supervising Security Guard (Level 4)

Clark Gable

VIC Supervising Security Guards (Level 4)

David Niven

Mae West

James Cagney

VIC Security Guards (Level 3)

Henry Fonda
Cary Grant
Charles Chaplin
Gary Cooper
Kate Hepburn

WA Senior Supervising Security Guard (Level 4)

Jackson Pollock

WA Supervising Security Guards (Level 4)

Frida Kahlo
Henri Matisse
Edvard Munch

WA Security Guards (Level 3)

Andy Warhol
Claude Monet
Leonardo da Vinci
John Constable
James Whistler

ATTACHMENT C – FEES AND CHARGES

The fees and charges listed below will be payable monthly in arrears

Services as per Statement of Requirement	Price (incl GST)
For the ACT Premises – monthly fee	\$64,000.00
For the NSW Premises – monthly fee	\$60,000.00
For the VIC Premises – monthly fee	\$55,000.00
For the WA Premises – monthly fee	\$53,000.00
Monthly Contract Administration Fee (including all reporting and attendance at various contract management meetings)	\$2,000.00

Prices for Additional Optional Services

Note that any additional services must be approved by the Departmental Security Manager before being undertaken.

Rates for Additional Services beyond the Scope of the Services set out in Attachment A – Statement of Requirements	Price (incl GST)
Senior Supervising Security Guard Hourly Fee	\$50.00
Supervising Security Guard Hourly Fee	\$45.00
Security Guard Hourly Fee	\$40.00

ATTACHMENT D – SECURITY GUARDING INSTRUCTIONS

Note to Students – this part of the contract has not been included and is not required for training purposes. Clause 10.3 of Attachment A – The Statement of Requirements lists the issues that would be covered by this attachment.

IN WITNESS WHEREOF the parties have executed this Contract as at the day and year first above written.

<p>SIGNED for and on behalf of the Commonwealth of Australia</p> <p>by _____</p> <p><u>Tom Roberts</u> <i>(full name and office of signatory)</i></p> <p>in the presence of</p> <p><u>Peter Smith</u> <i>(full name of Witness)</i></p> <p>SIGNED for and on behalf of</p> <p><u>No Worries Security Services Pty Ltd</u> <i>(insert trading name of Contractor)</i></p> <p>by _____</p> <p><u>Mary Proud</u> <i>(full name and office of signatory)</i></p> <p>in the presence of</p> <p><u>John Baker</u> <i>(full name of Witness)</i></p> <p>OR THE COMMON SEAL OF</p> <p>_____</p> <p>was hereto duly affixed in the presence of</p> <p>_____</p> <p><i>[or other mode of attestation prescribed in the Articles of Association]</i></p>	<p>_____</p> <p><i>(signature of Commonwealth representative)</i></p> <p>_____</p> <p><i>(signature of Witness)</i></p> <p>_____</p> <p><i>(signature of Contractor representative)</i></p> <p>_____</p> <p><i>(Signature of Witness)</i></p> <p>_____</p> <p><i>(Director/Secretary)</i></p> <p>_____</p> <p><i>(Director)</i></p>
---	---