



# Terms & Conditions

Associated Provider Services

(Effective 1 October 2025)

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## **1. Provision of Services**

- 1.1. If and when requested by us during the Term, you must perform and supply the Services specified by us to the Customer(s) with due care and skill, in accordance with all applicable Laws, the Aged Care Quality Standards, the Guidelines and Funding Agreements, relevant Australian Standards and industry best practice.
- 1.2. You must always ensure the safety of your personnel, our personnel and our Customers. Without limitation, you must:
  - (a) provide the Services in a manner consistent with the obligations of registered providers and upholds the rights of Customers under the Act, including the Quality Standards, the Statement of Rights and applicable Guidelines and Funding Agreements;
  - (b) not exceed the maximum number of hours of Services (if any) specified in the details of these Terms & Conditions or the request for Services;
  - (c) ensure the continuity of Services to Customers;
  - (d) satisfy the Service Standards;
  - (e) take all necessary steps to clarify and confirm our requirements for the Services and comply with our reasonable directions concerning the provision of the Services;
  - (f) structure the delivery of the Services with regard to the Statement of Rights as set out in the Act and applicable Guidelines and Funding Agreements; and
  - (g) pay all fees, charges and costs incurred in the performance of your obligations under this Agreement, except as expressly stated otherwise in these Terms & Conditions.

## **2. Service Requests**

- 2.1. If Services are required, we will notify you of our requirements by issuing a Services Request, including details of:
  - (a) the Customer(s) to whom the Services are to be provided;
  - (b) the Local team (or equivalent) for each Customer;
  - (c) the type, level, classification and duration of Services required and tasks to be undertaken and any other care co-ordination requirements; and
  - (d) if required, the applicable Customer support plan, care plan and service schedule.
- 2.2. Your written or verbal acceptance of the Services Request, or the supply of Services, will constitute acceptance of the request.
- 2.3. You must promptly notify us in writing if a Customer purports to cancel, suspend or vary a Services Request and not implement or act on those changes without our prior written approval.
- 2.4. We may cancel or suspend a Services Request at any time. In addition, all or part of the Services may be suspended by us or a Customer. We will give you as much notice of a suspension or cancellation as is reasonably practicable in the circumstances, which will be of at least 24 hours' notice except:
  - (a) in the event of an emergency; or

(b) if a Customer chooses to suspend or stop receiving care and support, including by reason of taking leave.

- 1.5. Unless otherwise stated in these Terms & Conditions Details, travel requirements to any location at which the Services are to be provided will not be facilitated by us or allowed for as part of the payments due to you.
- 1.6. We are not obliged to require a minimum volume or any particular volume of Services from you in respect of any period or the Term as a whole and you are not obliged to provide the Services to us exclusively.
- 1.7. If you are unable to fulfil a Services Request, you:
  - (a) must give us at least 24 hours' notice; and
  - (b) acknowledge that we may engage an alternative supplier or use our personnel to provide the Services.

### **3. Satisfaction of Key Performance Indicators and Measures**

- 3.1. You must achieve the Key Performance Indicators and Measures or if none are specified, the Key Performance Indicators and Measures agreed.
- 3.2. If in any review period you do not achieve the Key Performance Indicators and Measures, you must promptly submit a corrective action plan to us. Acceptance of a corrective action plan does not limit our rights under clauses 31 and 43.

### **4. Approvals**

- 4.1. You must maintain all appropriate licences, approvals and authorisations necessary to discharge your obligations under these Terms & Conditions.
- 4.2. On request, you must provide us with an up-to-date copy of any relevant certification, accreditation, licence or registration details which relate to the provision of the Services. If required under State or Federal workplace health and safety Laws or clause 1, you must provide us with all necessary health and safety endorsements, work statements, methods, systems and procedures.
- 4.3. If any certification, accreditation, licence or registration necessary to provide the Services is withdrawn or modified at any time or any circumstances arise which may affect your capacity to hold or renew them (regardless of the reason), we may terminate engagement under these Terms & Conditions, effective immediately.

### **5. Engagement of sufficient and suitable personnel**

- 5.1. You must cause the Designated Personnel specified in the Terms & Condition Details (if any) to be primarily responsible for the delivery and oversight of the Services and you may only replace the Designated Personnel with a person of similar qualifications, skill and experience who is approved by us (acting reasonably) in advance.
- 5.2. You must engage sufficient and appropriately qualified and experienced personnel to provide the Services. You must ensure that all of your personnel involved in the provision of

the Services comply with the requirements of these Terms & Condition (to the extent relevant to their role).

- 5.3. On entering into and accepting these Terms & Conditions, we rely on your representations and warranties that you will have at hand a sufficient number of suitably qualified and experienced personnel to perform the Services when required by us
- 5.4. You must ensure that all personnel performing the Services:
- (a) are at least 18 years of age;
  - (b) have a right to work in Australia;
  - (c) are suitably skilled and qualified to provide safe, respectful and quality care and, if necessary, accredited and/or registered, for the Services and responsibilities assigned to them;
  - (d) have training or experience in relevant areas including training on relevant elements of person-centred care, the Code of Conduct and Statement of Rights, cultural and diversity education and those identified in the Terms & Condition Details;
  - (e) satisfy the immunisation requirements applicable to them under clause 21;
  - (f) are contactable by phone during their work to support their safety and to aid in case of emergency;
  - (g) where applicable, are familiar with and capable of reading and applying relevant support plans and care plans of Customers;
  - (h) follow and implement the relevant support plan and care plan for each Customer and any other care co-ordination requirements;
  - (i) are matched to meet the needs of Customer and allocated so as to maximise the continuity of care and effectiveness of care provided to each Customer;
  - (j) only attend and remain with a Customer for the purpose of providing the Services;
  - (k) deliver the Services in accordance with the Customer's support plan and care plan (where applicable);
  - (l) only administer medication if they are authorised to do so under applicable Laws (otherwise, personnel may only prompt, monitor and observe the administration of Customers' medication where required);
- 5.5. in attending to a Customer, comply with all applicable Laws, the Code of Conduct and policies including any of our policies that we reasonably require (as notified to you in writing) and engage and interact with Customers in an appropriate, respectful, kind and caring manner; and
- 5.6. are regularly assessed by you, for the purposes of monitoring and reviewing their performance.
- 5.7. You must ensure that:
- (a) all of your personnel who attend Customers have been subject to and cleared under any applicable suitability assessment, worker screening and background check (including any required aged care worker screening) within the 3 years before the individual provides the Services or any shorter period specified under applicable Laws, including:

- I. a security and national background check paid for by you, as prescribed by the Act, Guidelines and Funding Agreements and Service Standards (as applicable) which shows that they:
    - A. have no conviction for murder, an offence involving the death of a person, sexual assault or other form of assault; or
    - B. in the past 5 years before the date of the certificate, have not been convicted of, and sentenced to imprisonment for at least one year for any other sex related offence including child exploitation material or an indecent act involving a child, or any offence involving dishonesty;
  - II. any prescribed declaration stating they have no overseas conviction for murder, sexual assault or other form of assault;
  - III. any prescribed identification and review of risk assessed roles for the purposes of the Act; and
  - IV. if required, any other checks required by the Guidelines and Funding Agreements;
- (b) you check the registers of exclusion decisions and banning orders and complete a suitability and/or disclosable outcomes risk assessment for your personnel who attend Customers in accordance with the Act, Guidelines and Funding Agreements and Service Standards and based on those assessments, exclude unsuitable personnel from providing any part of the Services, including personnel who have an exclusion decision or banning order made against them by a Government Agency;
- (c) none of the attending personnel has been convicted of an offence involving modern slavery or human trafficking; or
- (d) any checklist, confidentiality and privacy undertaking, certification of references and interview requirements and any other documentation prescribed in the Labour Hire Licensing Laws or the Labour Hire Procedures has been completed; and
- (e) attending personnel immediately notify you of any change of circumstances that could impact on their suitability.
- 5.8. You must not allow personnel to continuing providing any part of the Services if they no longer meet, or there are reasonable grounds to consider they no longer meet, the suitability requirements under this clause 5, including without limitation, if they have been convicted of any of the specified offences.
- 5.9. You must also ensure that Customers are not provided with the private telephone numbers, contact details or addresses of any personnel concerned with the provision of the Services.
- 5.10. You must not allow volunteers to provide any part of the Services.
- 5.11. On request, you must demonstrate to our satisfaction your ability to satisfy the requirements of this clause 5 and the assessments and declarations undertaken or obtained for the purposes of this clause 5.

## **6. Presentation of personnel**

- 6.1. You must comply with all of our reasonable directions concerning the presentation and identification of your personnel, while attending Customers or premises under our control (provided that such directions do not adversely impact on the ability of the personnel to act as, and represent themselves as your personnel).
- 6.2. You must ensure that you and your personnel:
- (a) do not attend Customers with friends, children or animals, unless expressly agreed to by us and the Customer in writing, on a case-by-case basis; and
  - (b) do not smoke in the company or vicinity of Customer's home (irrespective of whether Customers are smokers).

## **7. Qualifications, ongoing training, education and training of personnel**

- 7.1. You must ensure that your personnel who provide personal care or respite care (including the care services listed under *Aged Care Rules 2025* (Cth)) have:
- (a) a minimum of Certificate III in Aged Care/Home and Community Aged Care which complies with current industry standards; and
  - (b) a current and accredited first aid certification satisfactory to us.
- 7.2. In addition, you must ensure that other personnel have current qualifications and/or training or experience in relevant areas including those specified in the Terms & Conditions (if any).
- 7.3. On request, you must demonstrate to our satisfaction your ability to satisfy the requirements of clause 7.

## **8. Exclusion of personnel**

Irrespective of whether you are of the view that your personnel meet the requirements of these Terms & Conditions, we may, where we consider that your personnel cannot meet the requirements under these Terms & Conditions (acting reasonably) direct you to immediately exclude specified personnel from attending to Customers, whether on a temporary or permanent basis.

## **9. Continuity of person-centred care**

You must use your best endeavours to maximise the continuity and effectiveness of person-centred care provided to each Customer and/or carer by providing specific personnel to perform the Services for each Customer and/or carer and preferably minimising the number of personnel servicing each Customer and/or carer where possible.

## **10. Anti-Slavery and Anti-Corruption Laws**

- 10.1. You must:
- (a) not use any form of forced, coerced, bonded or indentured labour;

- (b) not offer or attempt to offer a Benefit to a government official or engage in or facilitate any other corrupt conduct in connection with the provision of the Services; and
  - (c) do all things necessary to allow us to comply with the Anti-Slavery Laws and the Anti-Corruption Laws, including undertaking assessments of your supply chains and providing reports to us on your supply chains and the outcomes of those assessments, in a form and manner required by us.
- 10.2. You must promptly notify us in writing of any anti-corruption, modern slavery or human trafficking investigation or findings concerning you, your personnel or a supply chain or conduct concerning these Terms & Conditions.
- 10.3. You must:
  - (a) provide appropriate training to your personnel to ensure awareness of and avoidance of corrupt conduct and modern slavery and human trafficking in supply chains and compliance with the Anti-Slavery Laws and Anti-Corruption Laws;
  - (b) ensure that any sub-contractors engaged under these Terms & Conditions provide training, undertake due diligence and maintain supply chain records to at least the same extent as you are obliged to under these Terms & Conditions; and
  - (c) comply with our anti-corruption and/or anti-slavery policies and procedures (as notified).

## **11. Equipment and other resources**

- 11.1. You are solely responsible for procuring or acquiring and maintaining such premises, plant and equipment and other resources required to provide the Services and perform your obligations under these Terms & Conditions. Without limitation, you must provide and maintain the equipment specified in the Terms & Conditions Details.
- 11.2. All of your plant and equipment must be suitable for the purpose for which it is to be used, safe, comply with applicable Laws, meets the needs of the customer at the time that Services are delivered to the Customer, clean and maintained in good repair and your personnel must know how to safely operate that plant and equipment. You must maintain appropriate records evidencing the inspection and maintenance of your plant and equipment and the capability of your personnel to use your plant and equipment, including records of training.
- 11.3. You must promptly notify us in writing if any plant and equipment utilised by Customers (including plant and equipment supplied by us or a third party) needs to be repaired or replaced.

## **12. Transportation of Customers**

- 12.1. If the provision of the Services involves the transportation of Customers, you must implement prudent and appropriate policies and procedures to ensure that:

- (a) each driver holds a current driver's licence, is medically fit to drive (including but not limited to being free from the effects of drugs including alcohol) and complies with an ensures occupants comply with applicable road and traffic Laws; and
- (b) each vehicle is registered, roadworthy and covered by comprehensive motor vehicle insurance including insurance covering risk of property damage to third parties.

### **13. Privacy, dignity and respect of Customers**

- 13.1. You acknowledge that Customers have the right to confidentiality, privacy, protection of personal information, dignity and respect, with the identity, culture and diversity of each Customer to be valued. Without limitation, you must:
  - (a) embed cultural respect principles into the delivery of Services to create a culturally welcoming environment and give effect to the Statement of Rights; and
  - (b) protect the personal information of Customers in accordance with the Act and respect the rights of Customers by ensuring that you and your personnel do not discuss or disclose any information gained about Customers in the course of providing Services with anyone who is not an officer or employee of you or us or a permitted sub-contractor and then only for the purposes of fulfilling your obligations under these Terms & Conditions.
- 13.2. You and your personnel must not enter a Customer's home, room, living quarters and surrounding areas without the consent of the Customer and must comply with any terms specified by a local team or the Customer with respect to such entry.
- 13.3. Where we provide you with personal information as an incident of the Services, you must only use personal information of Customers in accordance with our privacy policies and procedures (as notified), the Privacy Laws, and other applicable Laws and any relevant direction, guideline, determination or recommendation made by the Department , the Australian Privacy Commissioner and any equivalent State or Territory body or agency to the extent that they are consistent with your obligations as set out in this clause.
- 13.4. Any personal information collected by you in connection with this engagement, must be held in Australia.

### **14. Notifiable data breaches**

- 14.1. If you become aware of any actual or suspected data breach affecting personal information relevant to these Terms & Conditions, you must:
  - (a) immediately report the circumstances of the data breach to us, take all necessary steps to prevent or contain the data breach and keep us updated in relation to all remedial action taken by you;
  - (b) investigate the data breach and take all steps necessary to either prevent the suspected data breach or contain and mitigate the actual data breach;
  - (c) consult with us in relation to investigating and reporting a data breach where that data breach involves information held by you in connection with these Terms & Conditions;

- (d) provide all necessary assistance to us in respect of a data breach, including any notification; and
  - (e) comply with all applicable laws in relation to reporting a data breach and promptly provide us with a copy of any notices issued to a Government Agency or affected individuals (subject to any obligation of confidence, in which case, information may be extracted from the notice provided to us).
- 14.2. If for the purposes of the Privacy Laws, you determine that the nature or effect of a data breach is such that you are not obliged to notify individuals or a Government Agency of the breach, you must still advise us of the nature and extent of the data breach and the actions you intend to take in respect of the breach.

## **15. Emergency treatment**

In an emergency involving Customers, you must ensure that your personnel initiate contact with appropriate medical and emergency services and advise the relevant local team at the earliest opportunity (being within no more than 2 hours).

## **16. Prevention of neglect and abuse and managing incidents**

- 16.1. You must implement prudent policies and procedures for preventing, identifying and responding to the neglect and abuse of Customers, acceptable to us.
- 16.2. Without limiting clause 16(1), you must implement and maintain prudent policies and procedures in respect of incident management, acceptable to us, including ensuring those policies and procedures are consistent with our incident management system (which we are required to maintain under the Act).

## **17. Customer complaints and feedback**

- 17.1. Without limiting any general reporting and notification obligations under these Terms & Conditions, you must:
  - (a) ensure Customers are encouraged and supported to provide feedback and make complaints in connection with the Services, without reprisal;
  - (b) implement and maintain prudent policies and procedures in respect of complaints and feedback, acceptable to us, including ensuring those policies and procedures are consistent with our feedback and complaints management system (which we are required to maintain under the Act);
  - (c) ensure that your personnel and Customers are aware of their rights and obligations under that system including their right to complain to the Complaints Commissioner or other relevant regulatory function and
  - (d) deal with Customer feedback fairly, promptly, confidentially, without retribution, to improve the quality of the Services.
- 17.2. You must report any Customer complaint to us and provide us with any information we reasonably require for the purposes of meeting our reporting or disclosure obligations in

relation to complaints or investigations under the Act or the Guidelines and Funding Agreements.

- 17.3. If requested by us, you must assist us and any regulatory authority (including, without limitation, the Department or Complaints Commissioner) in the investigation of any Customer complaint or any incident.

## **18. Victimisation**

You must not, and ensure that your personnel do not, victimise or discriminate against anyone for reporting an incident, making a complaint or providing feedback.

## **19. Whistleblower protections**

You must implement prudent policies and procedures for ensuring the protection of whistleblowers, and appropriate handling of whistleblower disclosures or notifications, under the Act, our whistleblower policy and any other applicable Laws.

## **20. Open disclosure**

You must implement prudent policies and procedures concerning open disclosure, which reflect and are consistent with our open disclosure policies and procedures and are otherwise acceptable to us.

## **21. Immunisation and infection control**

21.1. You must comply with all applicable Laws and regulatory and public health directives regarding immunisations and infection control and screening procedures and our associated or supporting directions and procedures (as notified to you).

21.2. Without limiting your obligations under clause 21(1), you must:

- (a) ensure personal protective equipment is available to Customers, your personnel and any other persons who need it in connection with delivery of the Services, and ensure those persons are supported to correctly use any personal protective equipment;
- (b) have an appropriate infection prevention and control system for delivery of the Services, including implementing and enforcing appropriate and prudent policies and procedures in relation to the immunisation of your personnel and infection control; and
- (c) ensure your personnel use hygienic practices and take appropriate infection prevention and control precautions, including by ensuring your personnel are aware of those policies and procedures have adequate training in infection control procedures, including training prescribed by Law, directed or provided by us or mandated or recommended by a regulatory or public health body.
- (d) You must promptly notify us in writing of any of breaches of applicable Laws or directives or your or our policies and procedures or any third-party investigation into

your compliance with or concerning those Laws, directives or policies and procedures.

21.3. On request, you must provide us with any information reasonably required by us regarding the:

- (a) immunisation of personnel, including particulars of personnel not immunised against infections or diseases prescribed under clause 21(1) and the reason why they have not been immunised

Note: Excluded personnel may be subject of an exclusion notice under clause 8; and

- (b) state and health and/or infection risk of personnel.

## **22. Business continuity**

You must develop and implement and keep up-to-date an appropriate business continuity plan in relation to the Services, addressing any minimum requirements notified by us, and at our request, provide us with a copy of your then current plan and details of actions taken in relation to that plan and review that plan.

## **23. Registers, record keeping, access to records and audits**

23.1. You must maintain an up-to-date register of the qualifications, endorsements, registrations, certifications, accreditations, licenses, immunisations, assessments and clearances of the personnel made available by you in connection with the provision of the Services, including a register of each:

- (a) police certificate and supporting declaration obtained for the purposes of clause 5(1); and
- (b) each exclusion decision and banning order identified for the purposes of clause 5(2).

23.2. You must:

- (a) retain accurate and complete original records (such as receipts) which demonstrate your performance of, and compliance with these Terms & Conditions for at least 7 years after the date the record was created or any other period prescribed by Law;
- (b) maintain any other records we are, or would if we provided Services directly, be required to maintain under the Act or the Guidelines and Funding Agreements; and
- (c) ensure your financial reports are prepared in accordance with accounting standards, the Guidelines and Funding Agreements and the Service Standards.

23.3. You must, at all reasonable times allow and facilitate access to all of your records, accounts, documents and papers relating to these Terms & Conditions and allow copies of these materials to be taken by the following:

- (a) us, or persons authorised by us;
- (b) any person authorised under the Act;
- (c) the Department or any other regulatory or funding body;
- (d) the Commonwealth Auditor-General (including their delegate); or

- (e) an information officer appointed under the Australian Information Commissioner Act 2010 (Cth) who is performing 'privacy functions' as defined in that Act.
- 23.4. Without limiting the right of inspection under clause 23(3), we may from time to time elect to audit and/or engage a third party to audit your compliance with all or part of these Terms & Conditions, with the method of auditing being determined by us. You must promptly comply with our directions concerning the undertaking of a notified audit, including directions as to the scope and sample of information to be assessed.
- 23.5. Where, pursuant to the terms of any of our funding agreements, we have received a request for access to a document created by you or a sub-contractor, or which is in your possession or that of your sub-contractor, which relates to the performance of these Terms & Conditions (and not to the entry into these Terms & Conditions), we may at any time by written notice require you to provide the document to us and you must, at no additional cost to us, promptly comply with the notice.
- 23.6. You must include provisions in all of your sub-contracts that enable you to comply with your obligations under these Terms & Conditions, including this clause 23.
- 23.7. Subject to any legal obligation to dispose of records sooner, records and materials created or maintained by you as incident of these Terms & Conditions must be maintained by you for the Term and for at least 7 years after the termination or expiry of these Terms & Conditions. If requested by us or the Commonwealth, you must provide us with any documents which you are required to keep under these Terms & Conditions.
- 23.8. You acknowledge that giving false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

## **24. Authority to share information and records with us**

You must obtain all necessary authorisations and consents to provide reports and information to us under these Terms & Conditions, including without limitation information concerning your personnel, their suitability and their interactions with and observations on Customers.

## **25. Workplace health and safety**

- 25.1. You must ensure that your personnel and any permitted sub-contractor, at all times identify and take all necessary precautions for the health and safety of all persons who may be affected by the performance of the Services (to the extent within their direct control).
- 25.2. We make no warranties or covenants as to the safety or fitness of sites to be entered in connection with the Services and on entering sites you and all personnel you are responsible for must make their own assessment and exercise their own judgement.
- 25.3. If we provide you with a risk assessment or behaviour support plan, you must assess the veracity and currency of that statement or plan, taking into account changing circumstances and environmental factors, and otherwise undertake an assessment of the risk associated with the Services and areas accessed in connection with the Services, so as

to meet your obligations under workplace health and safety laws, regulations, and codes of practice.

- 25.4. You must immediately notify us in writing of all incidents, injuries or risks to health and safety affecting or likely to affect any person at a site relevant to the Services.
- 25.5. If you are required by any applicable workplace health and safety Law to give any notice of an accident occurring during the performance of the Services, you must, at the same time, or as soon thereafter as is possible in the circumstances, give a copy of the notice to us (subject to any obligation of confidence, in which case, confidential information may be redacted from the report provided to us).

## **26. Managing and reporting Customer absences, incidents, observations and concerns**

- 26.1. You must implement prudent policies and procedures to identify, manage and prevent serious or adverse incidents in relation to Customers, including an incident management system, which reflect and are consistent with the requirements under the Quality Standards, the Service Standards, the SIRS and our incident management policies and procedures.
- 26.2. You must at all times take reasonable steps to prevent damage being caused to a Customer's home or property by you or your personnel in delivering the Services.
- 26.3. You must promptly notify us by telephone within 2 hours or by 10.00am the following day if after hours, with subsequent written confirmation within the next working day of:
  - (a) any change in a Customer's health or care needs, including any deterioration or change of a Customer's mental health, cognitive or physical function, capacity or condition;
  - (b) any allegation of stealing or financial coercion in connection with the Services;
  - (c) a Customer being absent during a prescribed attendance;
  - (d) an emergency situation with a Customer warranting third party assistance or intervention;
  - (e) any accident, injury or near misses involving Customers or personnel;
  - (f) any damage or destruction to the homes, rooms and living quarters of a Customer and surrounding areas, caused or contributed to by the acts or omissions of you and/or your personnel (excluding fair wear and tear);
  - (g) personnel forming a reasonable belief that a Customer has been or is at risk of being neglected or abused or holding significant concerns for the wellbeing of a Customer for any other reason; and
  - (h) material complaints made by Customers or third parties in connection with the conduct or the provision of the Services by your personnel.
- 26.4. You must use reasonable endeavours to verify whether a Customer is genuinely absent (allowances to be made for temporary unavailability, such as a Customer being outside) or unable to answer or respond by reason of a significant adverse event such as a fall or stroke.

- 26.5. If you are able to evidence the nominated attendance, the unavailability of a Customer at the nominated time and you having given notice under clause 26(3), you will still be entitled to the applicable minimum fee for the attendance. Fee will be made on a case by case basis and subject to these Terms & Conditions.
- 26.6. Subject to notice being given under clause 26(3), if the assessment of an emergency is reasonable and appropriate and the local team authorises additional time, we will make an additional payment, for the additional amount of time spent (in 0.5 hour increments), at the same hourly rate, applied for any part hour intervals.
- 26.7. Damage or destruction to the property of the type referred to in clause 26.3.6 must be made good by you.

## **27. Mandatory SIRS incident reporting and other reports**

- 27.1. If requested (acting reasonably), you must complete and supply us with a written report concerning any aspect of the performance of the Services specified by us from time to time. You must also provide us with the reports specified in the terms & Conditions(if any).
- 27.2. You must immediately notify us of:
  - (a) any change in a Customer's funding or eligibility classification by a Government Agency or steps being taken by or on behalf of a Customer to change their funding or eligibility classification;
  - (b) any mandatory notification or report or notifiable event to a Government Agency under any applicable Law concerning the Services or your personnel, including under SIRS or the Code of Conduct;
  - (c) any voluntary notification or report to a Government Agency under any applicable Law concerning the Services or personnel who are, or have been, involved in the Services;
  - (d) any significant failures concerning or investigation into the veracity of your processes to verify the suitability of personnel under clause 5, including any personnel providing the Services being the subject of a safety, suitability or exclusion notification or decision or banning or under investigation pursuant to any applicable Law;
  - (e) any review or investigation by you or a third party concerning breaches by you or your personnel of applicable Laws, including SIRS or the Code of Conduct;
  - (f) any non-compliance with these Terms & Conditions that is part of a systemic pattern of conduct; and
  - (g) adverse findings against you or your personnel which could reasonably be expected to tarnish, harm or diminish community confidence in us, the Services, our standing or our reputation, including findings of non-compliance with the Code of Conduct, and provide us with:

- a. a report on the standing or outcome of the relevant matters, notification or investigation and the actions you intend to or must take in respect of those matters or the notification or investigation; and
- b. any reasonable assistance we require in relation to those matters, notifications or investigations.

27.3. Reports are to be in a form and manner as reasonably directed by us from time to time.

## **28. Damage to property by Customers**

Except to the extent caused or contributed to by the negligent acts or omissions of our personnel, we are not liable or responsible for any loss, damage or destruction to your property or that of your personnel caused or contributed to by the acts and omissions of Customers.

## **29. No conflicts**

29.1. On entering into agreement with us by dint of these Terms & Conditions, you warrant that there are no interests or relationships of you, your officers or the Designated Personnel which may or do give rise to a conflict of interest concerning the requirements of these Terms & Conditions.

29.2. During the Term, you must:

- (a) not enter into any other contract which competes or conflicts with the these Terms & Conditions, unless that contract is expressly approved by us in writing for the purposes of this clause;
- (b) immediately notify us in writing of any actual or perceived conflicts of interest;
- (c) develop and implement policies concerning conflicts of interest to our satisfaction; and
- (d) develop and implement policies concerning gifts from Customers, witnessing Customers' documents, assisting Customers with the preparation of documents and acting as an attorney or executor for Customers.

## **30. Non-solicitation**

You must not use any information provided to you pursuant to these Terms & Conditions, including Customer lists or names, for the purposes of soliciting, canvassing, approaching or accepting any approach from any Customer with a view to providing services directly to that Customer (or through another registered provider) rather than through us.

## **31. Performance monitoring**

31.1. For each 6 month period during the Term and on the termination or expiry of engagement under these Terms & Conditions or any shorter period specified by us for the measurement of a Key Performance Indicator or Measures, you must provide us with:

- a) statistical and other relevant information directed by us concerning the Key Performance Indicators and Measures;

- b) any supporting documentation required to explain, where applicable, the reasons why any of the minimum performance requirements have not been met; and
  - c) any improvement plans or remedial action you intend to take having regard to your performance under these Terms & Conditions.
- 31.2. At the conclusion of a review under this clause 31, we may, where there is evidence of non-compliance with Key Performance Indicators and Measures, direct additional or substitute Key Performance Indicators and Measures and corresponding measures to apply until the next review. Any such additional or substitute Key Performance Indicators and Measures are deemed to form part of these Terms & Conditions.

## **32. Compliance certification**

- 32.1. If requested by us (acting reasonably), you must complete and satisfy any compliance certification notified by us, including certification of your insurance and your ability to satisfy the requirement to engage suitably qualified personnel who have necessary immunisations and cleared all applicable suitability assessments and background checks.
- 32.2. Certification may include (without limitation), the provision of a supporting statutory declaration from an authorised officer of you, attesting to your compliance and ongoing compliance with the requirements of these Terms & Conditions, in a form directed by us.

## **33. Insurance**

- 33.1. You must maintain the insurance specified in the Terms & Conditions or as reasonably required by us from time to time (noting our interests where required), as well as workers' compensation insurance and any other mandatory insurance prescribed for you to be licenced or registered to provide the Services, with an insurer authorised to carry on non-life insurance business and endorsed by the Australian Prudential Regulation Authority, on usual terms and conditions (as determined by us). You must ensure that any authorised sub-contractors have the same minimum insurances.
- 33.2. Any permitted insurance policies that provide cover on a 'claims made' basis must be maintained for no less than six years after the completion of the Services.
- 33.3. You must provide us with copies of the prescribed insurance policies and certificates of currency on or before any Services are provided and on request.
- 33.4. You must not do or permit to be done any act or omission in or around a site relevant to the Services which may result in any insurances in relation to a site being rendered void or which may result in an increase to the rate of premium of any of our insurance policies or those of a third party.
- 33.5. We are not responsible for any damage caused to a vehicle owned by or supplied by you and if an insurance claim is made in respect of damage, any excess must be met by the insured party.

### **34. Indemnity**

- 34.1. You must indemnify, keep indemnified and hold harmless us, and our officers and staff, from and against all actions, liabilities, claims, losses, damages, penalties, demands, costs and expenses (including, without limitation, all legal costs on a full indemnity basis) in connection with:
- (a) any injury or death of your personnel or any injury or death of or to another person caused or contributed to either directly or indirectly by you or any person you are responsible for (including personnel and sub-contractors) in connection with the delivery of the Services;
  - (b) any negligent act or omission, breach of Law, breach of Intellectual Property Rights or breach of these Terms & Conditions in the performance or purported performance of your obligations under these Terms & Conditions;
  - (c) any dispute or claim by a Customer against you or your personnel or between you and a Customer; or
  - (d) any provision of any employment, workplace health and safety, superannuation or taxation, Law which:
    - i. deems you or any employees or agents of you, or any employees or agents of any sub-contractor to you, to be our employees or workers; or
    - ii. otherwise makes us, or any of our employees, sub-contractors or agents, in any way responsible for, or liable to pay any moneys to or in respect of, such persons.
- 34.2. Your obligation to indemnify us under clauses 34.1.1 to 34.1.3 does not apply to the extent that any liability is caused by any negligent act or omission of us.
- 34.3. Your indemnity of us under this clause extends to any acts or omissions of your agents, employees, assigns and sub-contractors.
- 34.4. We declare that the benefit of each indemnity under these Terms & Conditions, in favour of our officers and personnel is held by us in trust for our officers and personnel, to be exercised by us on their behalf and/or to be exercised by them, even if no claim is made by or against us.
- 34.5. The effecting of insurances by you under these Terms & Conditions does not affect or limit your obligations under this or any other clause of these Terms & Conditions.

### **35. Intellectual Property Rights**

- 35.1. You warrant that the supply of the Services, and any use of them by us or any other person for any intended purpose, will not infringe the moral rights or Intellectual Property Rights of any other person or persons not party to these Terms & Conditions.
- 35.2. You must obtain all necessary copyright and other intellectual property permissions before using Third Party IP as part of the Services.
- 35.3. All Intellectual Property Rights in materials, systems and processes developed by or for us in connection with these Terms & Conditions exclusively vest in and are owned by us.

- 35.4. Where the Services require the use of any Intellectual Property Rights referred to under clause 35 (3), you are granted a non-exclusive, non-transferable, royalty-free licence (including the right to sub-licence to permitted sub-contractors) to use the intellectual property to the extent necessary to enable you to perform the Services during the Term.

### **36. Funding acknowledgment**

- 36.1. You and your sub-contractors must acknowledge any funding we receive in connection with all or part of the Services in the form and manner prescribed in the Guidelines and Funding Agreements, which may include:
- (a) incorporating in written materials related to these Terms & Conditions, the statement 'Funded by the Australian Government Department of Health, Disability and Ageing (or similar statements); and
  - (b) acknowledging funding in any public statements you make in connection with these Terms & Conditions or the Services.

### **37. Acknowledgement of status as Commonwealth service provider**

You acknowledge that you, your personnel and any sub-contractors you engage may be considered a "Commonwealth service provider" for the purposes of the *Ombudsman Act 1976* (Cth) and/or a "public official" for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) and that you may be subject to investigation by the ombudsman under those Acts.

### **38. Payment and invoicing**

- 38.1. Any claim for payment or reimbursement for you under these Terms & Conditions must be in the form of a valid tax invoice (within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) and meet all requirements for an itemised invoice set out in the Act and any applicable guidelines. You may only make a claim for payment if you have complied with these Terms & Conditions and you are not in default.
- 38.2. You must submit an invoice for Services provided:
- (a) in the manner prescribed in the Terms & Conditions Details or in the absence of a specified manner, within 14 days of providing Services to a Customer under this engagement; and
  - (b) when requested, including a final tax invoice within 7 days of us notifying you that a Customer will cease receiving Services,
  - (c) failure to which the invoice may not be accepted, and we will not be required to pay for the relevant Services.
- 38.3. Authorised Reimbursable Expenses incurred by you during the Term will be paid or reimbursed subject to your evidencing the Reimbursable Expenses incurred to our satisfaction.
- 38.4. Unless otherwise expressly stated, you are not entitled to claim expenses from us, including travel-related costs and expenses. Nor are you entitled to claim payment for

stand-by-time of personnel or seek an adjustment on account of external impacts on travel to nominated locations or impacts created by requirements notified under these Terms & Conditions.

- 38.5. We have no liability to you to pay Service Fees beyond the amount we are permitted by Law to distribute to you from the Customer's package funds or other government funding that we receive or hold on behalf of the Customer. You acknowledge that the timing of funds by the government for a Customer may result in payments to you being delayed and that no additional charges, including interest, are payable by reason of such delays.
- 38.6. We may review all invoices to ascertain whether charges and the like accord with the requirements of these Terms & Conditions and payment will be made, in the manner prescribed in details of these Terms & Conditions or in the absence of a specified manner, within 30 days after receipt of the valid tax invoice for the claimed fee or charge. We may deduct any amount you owe us from the amount payable, as well as any amount we reasonably determine is required to pay or account for any superannuation guarantee contribution and/or workers' compensation premium we have paid or will pay by reason of you being considered a sole trader or a worker or any equivalent for the purposes of the *Fair Work Act 2009* (Cth), the *Superannuation Guarantee (Administration) Act 1992* (Cth) or any other applicable Law.
- 38.7. All fees and prices specified by you must include applicable goods and services tax with the goods and services tax component identified and an amount equal to any superannuation contribution and/or workers compensation premium paid or payable by us if you are a sole trader or deemed worker. You must pay all other taxes payable in connection with the supply of the Services (which must be paid by the due date).
- 38.8. Any payment made by us is not evidence of the Services having been satisfactorily carried out in accordance with the Terms & Conditions, but payment on account only.
- 38.9. We may immediately withhold payment for any Services to you that have not yet been performed, or that have not been performed to the reasonable satisfaction of us, if:
- (a) you become insolvent or bankrupt;
  - (b) a receiver and manager, administrator or liquidator is appointed with respect to you;
  - (c) you enter into a scheme of arrangement with creditors; or
  - (d) you are otherwise unable to pay your debts as and when they fall due.

### **39. Service Fee review**

If the Term is for a period of 12 months or more, the Service Fee may be reviewed annually at the request of either party with a view to ensuring that the cost per hour of service is consistent with the actual cost of service provision. If a new Service Fee is agreed in writing, these Terms & Conditions will be taken to be varied accordingly on and with effect from the date the new Service Fee is agreed or any other date agreed in writing by the parties.

#### **40. GST**

If we are required to reimburse you for amounts paid or costs incurred, the amount we are required to pay is to be reduced by the value of any input tax credit that you are entitled to claim in respect of the cost or expense.

#### **41. Sub-contracting or assignment**

- 41.1. You must not sub-contract or assign the whole or any portion of your obligations under these Terms & Conditions, except with our prior written consent (which must not be unreasonably withheld). For the purpose of this clause, an assignment of duty under these Terms & Conditions includes any change in the effective control of the Contractor from that as at the commencement of the Term.
- 41.2. If we give our consent, we may impose any conditions we consider appropriate, and you must comply with them.
- 41.3. Sub-contracting does not relieve you of your obligations under these Terms & Conditions and no sub-contractor will be entitled to seek or require payment from us.
- 41.4. You will be responsible for the acts and omissions of any sub-contractor, or any of the sub-contractor's personnel, as if they were your acts or omissions.
- 41.5. You must ensure that any sub-contracts entered into by you for the purposes of these Terms & Conditions are consistent with the obligations binding on you under these Terms & Conditions.

#### **42. Confidentiality**

- 42.1. Each party must keep the these Terms & Conditions and any of the other party's confidential information strictly confidential, except as required by Law, and only use confidential information as required under these Terms & Conditions. On request, a party must return or destroy (as directed) any confidential information within its possession or control.
- 42.2. You must not publicise or promote that you have provided the Services to us.
- 42.3. You must take appropriate steps to ensure information concerning Customers is kept in strict confidence, including information concerning reported incidents, complaints and feedback.
- 42.4. On request, you must provide us with and ensure personnel directed by us, provide us with a written confidentiality undertaking in a form and manner prescribed in the Guidelines and Funding Agreements.
- 42.5. You consent to the disclosure of your identity to the Commonwealth of Australia.

#### **43. Termination by us**

- 43.1. We may terminate your engagement under these Terms & Conditions at any time on giving no less than 21 days' written notice to you, in which case, we must pay for the Services provided prior to the date of termination.

43.2. We may terminate this engagement with immediate effect, by way of written notice to you, if:

- (a) you are in breach a provision of these Terms & Conditions and fail to remedy the breach within 7 days of receiving a written notice from us specifying the breach and the action required to remedy it;
- (b) you breach a provision of these Terms & Conditions that is incapable of remedy or have persistently breached these Terms & Conditions;
- (c) you are subject to an Insolvency Event and the 'safe harbour' provisions under Part 5.7B, Division 3 do not apply because you have failed to comply with either of subsections 588GA(4) or (5) of the *Corporations Act 2001* (Cth);
- (d) you cease trading or there is a change in your management, oversight or control which in our opinion, acting reasonably, means you are unable to continue delivering the Services to the standard or ability required under these Terms & Conditions;
- (e) you materially alter the nature or scope of your business or activities, which in our opinion, acting reasonably, means you are unable to continue delivering the Services to the standard or ability required under these Terms & Conditions;
- (f) you do not meet any one of the Key Performance Indicators and Measures for any review period;
- (g) you do not meet any one of the targets identified in a corrective action plan concerning the Key Performance Indicators or Measures;
- (h) the parties are unable to agree on any matter to be agreed for the continuation of engagement under these Terms & Conditions; or
- (i) any other event occurs entitling us to terminate engagement under these Terms & Conditions.

#### **44. Termination by you**

You may terminate our engagement under these Terms & Conditions at any time by giving no less than 30 days' written notice to us, in which case, we must pay for the Services provided prior to the date of termination. You may terminate this engagement with immediate effect, by way of written notice to us, if:

- (a) we breach a provision of these Terms & Conditions and fail to remedy the breach within 7 days of receiving written notice from you specifying the breach and the action required to remedy it;
- (b) we breach a provision of these Terms & Conditions that is incapable of remedy;
- (c) we are subject to an Insolvency Event and the 'safe harbour' provisions under Part 5.7B, Division 3 do not apply because you have failed to comply with either of subsections 588GA(4) or (5) of the *Corporations Act 2001* (Cth);
- (d) the parties are unable to agree on any matter to be agreed for the continuation of engagement under these Terms & Conditions; or

- (e) any other event occurs entitling you to terminate engagement under these Terms & Conditions.

#### **45. Events on termination**

- 45.1. On termination or expiry of engagement under these Terms & Conditions, you must promptly:
  - (a) return all our property within your possession or control; and
  - (b) provide us with any outstanding invoices, reports and deliverables, as well as any reports and deliverables which are partially complete.
- 45.2. On termination or expiry of engagement under these Terms & Conditions, we must promptly return all of your property within our possession or control.
- 45.3. The termination of engagement under these Terms & Conditions will not in any way prejudice or affect the rights, duties or obligations of the parties which may have arisen prior to the date of termination.
- 45.4. The provisions of these Terms & Conditions dealing with record-keeping, confidentiality and privacy, insurance, indemnities, intellectual property and consequences of termination survive the end of this engagement under these Terms & Conditions and may be enforced at any time.

#### **46. Dispute resolution and obligation to perform duties despite dispute**

- 46.1. any disputes relating to the subject matter of/or these Terms & Conditions, which may arise between us and a third party. Such co-operation and assistance may include (but not be restricted to) participation in dispute resolution processes.
- 46.2. Whether or not a dispute exists, each party must continue to perform its obligations under these Terms & Conditions.

#### **47. Relationship of the parties**

- 47.1. The parties acknowledge and agree that the legal relationship between them is that of independent contracting parties, and that none of your personnel will for any purpose be regarded as an officer, employee, partner or agent of us.
- 47.2. Except as otherwise provided in these Terms & Conditions, you:
  - (a) have full control over working time, methods and decision making in relation to provision of the Services; and
  - (b) are to work autonomously.

#### **48. Government not liable**

- 48.1. Although the Commonwealth has provided funding toward the Services, these Terms & Conditions and other material we provided to you does not necessarily represent the views or policies of the Commonwealth.
- 48.2. You must ensure that all materials and written statements concerning engagement under these Terms & Conditions or the Services incorporate the following disclaimer and/or any

other disclaimer prescribed under the Guidelines and Funding Agreements: *“Although funding for the services has been provided by the Australian Government, the material contained herein does not necessarily represent the views or policies of the Australian Government.”*

#### **49. General**

- 49.1. These Terms & Conditions are subject to any additional provisions and the Terms & Conditions details. If there is an inconsistency between an additional provision and another provision of these Terms & Conditions, the additional provision prevails.
- 49.2. You must cause your personnel to comply with these Terms & Conditions (to the extent relevant to their roles) and non-compliance by your personnel will be a breach of these Terms & Conditions by you, as if done or not done by you.
- 49.3. If you enter into these Terms & Conditions as a trustee, you are liable personally and as trustee.
- 49.4. If a conflict exists between these Terms & Conditions and your proposal or standard terms of trade (including invoices), then these Terms & Conditions will prevail. All prior representations, warranties, arrangements, understandings and agreements concerning the subject matter of these Terms & Conditions are superseded by these Terms & Conditions.
- 49.5. No rule of contract interpretation must be applied in the interpretation of these Terms & Conditions to the disadvantage of one party on the basis that it prepared or put forward this these Terms & Conditions or any document comprising part of these Terms & Conditions.
- 49.6. A reference to a regulatory body or agency, statute, code or other Law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments, successors or replacements of any of them.
- 49.7. A reference to a funding agreement includes any guidelines and other instruments referred to in that agreement and includes any amendments to or replacements of it.
- 49.8. A failure or delay in exercise, or partial exercise, of a right under these Terms & Conditions does not result in a waiver of that right and a party is not entitled to rely on a delay in the exercise or non-exercise of a right under these Terms & Conditions as constituting a waiver of that right.
- 49.9. These Terms & Conditions constitute an agreement which is governed by and interpreted in accordance with the Laws of the State or Territory in which the Services are provided. The parties agree that the Courts of that State shall have jurisdiction to entertain any action in respect of, or arising out of, this engagement.

## 50. Definitions

In these Terms & Conditions, unless inconsistent with the context:

- 50.1. **Act** means the *Aged Care Act 2024* (Cth), the *Aged Care Rules 2025* (Cth) and, to the extent relevant, the *Aged Care Act 1997* (Cth), the *Aged Care (Transitional Provisions) Act 1997* (Cth) and their associated regulations, rules and principles.
- 50.2. **Anti-Corruption Laws** means any anti-bribery or anti-corruption Laws applicable under the Term & Conditions, you or us.
- 50.3. **Anti-Slavery Laws** means any anti-slavery or anti-human exploitation Laws applicable to these terms & Conditions, us or you.
- 50.4. **Benefit** includes, but is not limited to, any restricted or prevented benefit under the Anti-Corruption Laws.
- 50.5. **CHSP Guidelines and Manual** means the Commonwealth Home Support Programme Manual and the Commonwealth Home Support Programme Guidelines published by the Commonwealth, Department including any annexures, associated guidelines, variations and successors to these.
- 50.6. **Code of Conduct** means any aged care worker code of conduct applicable to us and any other minimum behavioural standards prescribed by us for regulating how personnel behave and treat Customers.
- 50.7. **Contractor** means the person or organisation as specified in the Terms & Conditions and **you** and **your** have a corresponding meaning, which includes where the context permits, your personnel.
- 50.8. **Designated Personnel** means the personnel you have specified will provide the Services or be primarily responsible for the oversight of the Services, as set out in the Terms & Conditions or any replacement personnel acceptable to us.
- 50.9. **Department** means the Commonwealth Department of Health, Disability and Ageing, or any future government department that takes over its role under the Act.
- 50.10. **Government Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
- 50.11. **Guidelines and Funding Agreements** include, any of the following, insofar as these apply to the Services:
  - 1. the Commonwealth Standard Grant Agreement including annexures or schedules;
  - 2. the Commonwealth Simple Grant Agreement including annexures or schedules;
  - 3. the Support at Home Manual;
  - 4. the CHSP Guidelines and Manual;
  - 5. the NATSIFAC Manual; and
  - 6. 50.13.6 any other applicable funding conditions or regulatory guidelines or directives (as notified to you in writing);
- 50.12. **Insolvency Event** means:

1. a party becomes insolvent or bankrupt, or a receiver and manager, administrator or liquidator is appointed with respect to the party;
  2. a party enters into a scheme of arrangement with creditors;
  3. a party is taken to have failed to comply with a statutory demand, stops or suspends or threatens to stop or suspend the payment of all, or a class of its debts or the conduct of all, or a substantial part, of its business;
  4. a party has a controller appointed to any of its assets or proposes a reorganisation, moratorium or deed of company arrangement; or
  5. a party is otherwise unable to pay its debts as and when they fall due.
- 50.13. **Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 50.14. **Key Performance Indicators and Measures** means the performance measures in clause 31 and all other agreed KPIs and Measures.
- 50.15. **Labour Hire Licensing Laws** means any labour hire licensing Laws relevant to the engagement or provision of labour by you, including any relevant direction, guideline, determination or recommendation made by a labour hire authority under those Laws.
- 50.16. **Labour Hire Procedures** means labour hire service procedures or guidelines issued by a department or any other government authority, relevant to the Services and any consolidation, reconstitution, amendment, re-enactment or replacement of them.
- 50.17. **Law** includes, without limitation, any law, statute, regulation, local law and code of practice.
- 50.18. **NATSIFAC** means the National Aboriginal and Torres Strait Islander Flexible Aged Care Program.
- 50.19. **NATSIFAC Manual** means the National Aboriginal and Torres Strait Islander Flexible Aged Care Program Manual published by the Commonwealth, Department including any annexures, associated guidelines, variations and successors to these.
- 50.20. **Customer(s)** means a recipient of home care as nominated in the Terms & Conditions or in a service request form.
- 50.21. **Privacy Laws** means the *Privacy Act 1988* (Cth), those parts of the Act dealing with the protection of personal information and any other applicable laws regarding the collection or handling of personal or health information or records, including any principles made under those laws, including, without limitation, the Australian Privacy Principles.
- 50.22. **Quality Standards** means the standards set out in the Act for the delivery of home care, including any amendments to those standards from time to time.
- 50.23. **Registered Provider** means the organisation as specified in the Terms and Conditions and **we**, **our** and **us** have a corresponding meaning where applicable.

- 50.24. **Reimbursable Expenses** means any costs incurred by you other than for the provision of Services which we agree to pay for.
- 50.25. **SIRS** means the Serious Incident Response Scheme and any other reportable incident requirement that applies to us.
- 50.26. **Service Fee** means the fee we will pay you for providing the Services to the Customer as per the Terms & Conditions.
- 50.27. **Service Standards** means the standards you must meet on delivering the Services to the Customer(s) under the Act and any other applicable Laws, any guidelines and procedures concerning the Services under applicable Laws, and any other minimum standards specified set out in Part B.
- 50.28. **Services** means the care provided to the Customer(s) by you as specified in the details of the Terms & Conditions and any service request that must align with the Customer(s) care plan and support plan.
- 50.29. **Services Request** means a request for the provision of Services issued by us to you under clause 2.
- 50.30. **Statement of Rights** means the *Statement of Rights of Aged Care Rights* under the Act.
- 50.31. **Support at Home** has the meaning given under the Act.
- 50.32. **Support at Home Manual** means the *Support at Home Program Manual* published by the Australian Government, Department including any annexures, associated guidelines, variations and successors to this.
- 50.33. **Third Party IP** means any moral rights, or Intellectual Property Rights of a person other than the parties to these Terms & Conditions that is embodied in the Services (if any).
- 50.34. **Term** means the time between the start date and the end date during which you will provide the Services, as specified in the Terms & Conditions Details.
- 50.35. **Terms and Conditions** collectively refer to this document, including the cover page(s), detailed provisions, all included clauses, and any policies provided to you as part of this Terms & Conditions.
- 50.36. **“Us,” “We,” or “Our”** refer to Chorus, including its directors, officers and employees .
- 50.37. **“You,” “Your,” or “Associated Provider”** refer to the individual or entity accepting these Terms and Conditions, including their employees, personnel, agents, representatives, subcontractors, and any other parties engaged by or acting on behalf of the Associated Provider in connection with the services or obligations described in the Terms & Conditions.

## 51. Acceptance and Compliance

By accepting these Terms and Conditions, the Associated Provider expressly acknowledges and agrees that:

- 51.1. Binding Nature: These Terms and Conditions constitute a legally binding set of obligations governed by the laws of Australia, including but not limited to the Australian Consumer Law and applicable state and federal legislation.
- 51.2. Understanding of Legal Implications: The Associated Provider confirms that they have read, understood, and accepted all clauses contained within these Terms and Conditions, and that they comprehend the legal responsibilities and consequences of non-compliance.
- 51.3. Guarantee of Compliance: The Associated Provider guarantees that they shall comply fully with all provisions of these Terms and Conditions and shall not engage in any conduct that contravenes or undermines their intent or operation.
- 51.4. Legal Capacity and Authority: The Associated Provider warrants that they possess the legal capacity and authority to accept these Terms and Conditions, and that such acceptance constitutes valid and enforceable consent.
- 51.5. No Reliance on External Representations: The Associated Provider acknowledges that they have not relied on any representations, warranties, or statements not expressly set out in these Terms and Conditions.