

The parties (as noted in Item 1 of Schedule 1) agree as follows:

1 Term and engagement

- (a) This contract starts on the Start Date and continues until the End Date or unless terminated under clause 11 prior to the End Date (**Term**).
- (b) Wilson engages the Contractor on the terms of this contract to provide the Services. The engagement is non-exclusive, with no minimum amount of business.

2 Performance of Services

2.1 Standard of Services

- (a) During the Term, the Contractor must perform the Services in accordance with this contract, Wilson's policies and reasonable directions, all Authorisations and Good Industry Practice.
- (b) The Contractor must ensure, in performing the Services, that it and its Personnel: (1) comply with all Laws relating to the performance of its obligations under this contract; (2) do not infringe any person's rights; and (3) do not do or omit anything that would cause Wilson to breach any applicable Law. For clarity, the Services do not include anything that would, if done in accordance with this contract, be contrary to any applicable Law.
- (c) The Contractor must, and must ensure its Personnel do, in connection with the Services: (1) comply with the Security Contractor Procedures; (2) act in a courteous and presentable manner and not aggressively towards any person; and (3) not prejudice Wilson's reputation.

2.2 Safety, uniforms and equipment

- (a) The Contractor acknowledges and agrees that Wilson has informed the Contactor of all risks within its knowledge in connection with the Services, and that the Contractor has made its own investigations of the information provided by Wilson and reached its own determination as to its accuracy and the risks associated with providing the Services.
- (b) The Contractor must supply all Personnel, equipment and other resources required to perform the Services at its own cost. The Contractor must ensure all equipment used in connection with the Services complies with relevant industry standards and codes.
- (c) The Contractor must, unless Wilson directs otherwise: (1) on termination of this contract or at Wilson's direction promptly return all Wilson-supplied uniform and equipment items to Wilson; and (2) reimburse Wilson for any Wilson-supplied equipment or uniform items which are not returned, or are returned in a damaged condition (fair wear and tear excepted).

2.3 Keys and access passes

The Contractor must:

- (a) retain in safe keeping (and promptly return to Wilson at Wilson's request) all keys, passes, codes and other forms of access provided to the Contractor or its Personnel in connection with this contract (Forms of Access); and
- (b) immediately notify Wilson of any lost, destroyed, damaged, mislaid or stolen Forms of Access and promptly, at the Contractor's own cost: (1) arrange for their replacement; (2) arrange for the changing, re-coding or reprogramming of any equipment, hardware or software, locking equipment or locks which were accessible by those Forms of Access; and (3) take all actions necessary to prevent unauthorised access by such Forms of Access.

2.4 Authorisations

(a) At all times during the Term, the Contractor must (and must ensure its Personnel): (1) hold all Authorisations necessary to perform the Services (including for each location of, and each individual performing, the Services); (2) provide accurate information in obtaining and maintaining each Authorisation; (3) comply with all requirements of each Authorisation; (4) not do or omit anything that may lead to an Authorisation being limited, restricted, withdrawn or cancelled; and (5) upon Wilson's request, promptly provide (and allow Wilson to copy) the original of each Authorisation held by the Contractor and each of its Personnel.



(b) The Contractor must immediately notify Wilson of any change in an Authorisation, including any restriction, limitation, withdrawal or cancellation.

3 Fees, invoicing and payment

- (a) The Contractor must issue a valid tax invoice to Wilson in respect of the Fees within 7 days of the end of each fortnightly period, for Services performed during that fortnightly period. Subject to clauses 3(b) and 3(c), Wilson must pay the amount correctly stated in each such invoice within 14 Business Days after Wilson receives the invoice.
- (b) Wilson will not be liable to the Contactor for any Fees for Services performed more than three months before the date Wilson receives the Contractor's valid and correct tax invoice.
- (c) Wilson may, at its discretion: (1) deduct from amounts due to the Contractor any amounts due from the Contractor to Wilson whether under, or in connection with, this contract or otherwise; and (2) suspend payment of the Contractor's Invoice until the Contractor has remedied any non-compliance with this contract to Wilson's reasonable satisfaction.

4 Personnel

- (a) The Contractor: (1) must ensure all persons engaged in performing Services (other than the Contractor) are and remain employees of the Contractor; and (2) is responsible for all acts and omissions of its Personnel in connection with the Services.
- (b) The Contractor must: (1) ensure its Personnel, when engaged to perform Services, devote their time exclusively to providing the Services; (2) immediately notify Wilson of anything that may cast doubt on a person's fitness to be involved with the Services; and (3) provide Wilson with details of all Personnel involved with performing the Services, including name, contact details, location and time of deployment and other details requested by Wilson.
- (c) The Contractor must ensure that all Personnel complete and pass relevant training as instructed by Wilson to meet its legal, regulatory and contractual obligations.
- (d) The Contractor must immediately remove, from performing the Services, any person Wilson notifies as not acceptable to Wilson, and provide an appropriate replacement person.
- (e) The parties acknowledge and agree that the Contractor: (1) is solely responsible for the employment of the Personnel and will continue to pay directly to the Personnel all salary and other related employment benefits including, if applicable, superannuation contributions and entitlements to public holidays, annual leave, parental leave, long service leave, bereavement leave, personal leave or other leave, and any redundancy and termination payments; and (2) if applicable, will comply with all legislative requirements which arise as a result of the employment of the Personnel including workers' compensation insurance, PAYG withholding tax, fringe benefits tax and payroll tax, regardless of whether or not these employment benefits have been costed into the Fees agreed between the parties. For the avoidance of doubt, the Contractor acknowledges and agrees that it remains liable for any amounts payable to its Personnel excess to the Fees and in satisfaction of all legal obligations owing by law.
- (f) Wilson has no responsibility to the Contractor or any of the Personnel or agents in respect of remuneration, other related employment benefits or compliance with legislative requirements in relation to employees

5 Legal relationship

- (a) Wilson engages the Contractor as an independent contractor to perform the Services. The Contractor must not represent itself as Wilson's employee or agent. Nothing in this contract is intended to give rise to an employment relationship between Wilson and the Contractor or any Personnel.
- (b) Wilson has no responsibility to the Contractor or any Personnel regarding remuneration, other employment benefits or compliance with legislative requirements regarding employees.

6 Liability, indemnity and insurance

(a) A party is not liable for any special, indirect, exemplary, punitive or consequential Loss, suffered or incurred by the other party directly or indirectly in connection with this contract, except in relation to Loss arising in connection with: (1) an indemnity given under this contract; (2)



- property damage, personal injury or death; (3) fraud, gross negligence or wilful misconduct; or (4) a breach of clause 10.
- (b) Except to the extent of any Loss caused by Wilson's negligence, the Contractor indemnifies Wilson and Wilson's Personnel against Loss any of them suffers, incurs or is liable for arising out of or in connection with: (1) any act or omission of the Contractor or its Personnel in connection with this contract; (2) the Contractor's breach of this contract; or (4) the Contractor or its Personnel being held to be employees of Wilson.
- (c) The Contractor must, at its own expense, take out, and maintain during the Term, the insurances set out in Item 5 of Schedule 1. Upon Wilson's request, the Contractor must provide to Wilson the terms and conditions and certificates of currency for each insurance. The insurances are primary and not secondary to the indemnities contained in this contract.

7 Audit

Upon reasonable notice from Wilson, the Contractor must allow Wilson and its authorised agents access to the Contractor's premises, equipment and information relevant to the Services. The Contractor must, at its own cost, assist Wilson and its authorised agent to inspect and take copies of such information, so Wilson can verify the Contractor's compliance with this contract.

8 No solicitation or gratuities

- (a) During (and for 12 months following) the Term, the Contractor must not approach any: (1) Customer for the purpose of persuading the Customer to cease or reduce doing business with Wilson; or (2) employee of Wilson for the purposes of recruitment.
- (b) The Contractor must, and must ensure its Personnel, promptly account to Wilson for money or benefits worth \$20 or more received from third parties as a result of providing the Services.
- (c) If any part of this clause 8 is unenforceable, it may be severed without affecting the enforceability of the remainder of this clause 8. The Contractor acknowledges the prohibitions and restrictions in this clause 8 are reasonable and given in consideration of the Fees.

9 Warranties

- (a) Each party represents and warrants to the other that it has full power and authority to enter into this contract and be bound by its terms.
- (b) The Contractor represents and warrants to Wilson that: (1) it and each of its Personnel has the skills, experience and Authorisations necessary to perform the Services; (2) it is registered for GST at the Start Date and will remain so during the Term (and will promptly notify Wilson if it ceases to be registered); and (3) use by Wilson or its agents of any information provided by the Contractor will not infringe the rights of any person.

10 Intellectual Property, confidentiality and privacy

10.1 Intellectual Property and Confidential Information

- (a) The Confidential Information, and all Intellectual Property created in the course of or arising out of the performance of this contract, are Wilson's property, and the Contractor is not granted any interest in the Confidential Information or such Intellectual Property.
- (b) The Contractor acknowledges a breach of its obligations under this clause 10.1 is a serious breach of this contract and could cause significant loss to Wilson, Customers and others.
- (c) The Contractor must, and must ensure its Personnel: (1) keep the Confidential Information secure and confidential at all times and ensure its continued confidentiality; (2) use the Confidential Information solely to perform the Services pursuant to this contract; (3) not disclose Confidential Information without Wilson's prior written approval; (4) not copy or otherwise reproduce any documents containing Confidential Information except as necessary in performing the Services pursuant to this contract; and (5) promptly provide to Wilson on request any Confidential Information in the Contractor's possession, custody or control.
- (d) The Contractor may disclose Confidential Information to the extent required by Law, but must (if lawful) notify Wilson of that requirement before disclosure.



10.2 Publicity, privacy and Data Breach

- (a) The Contractor must refer to Wilson all media inquiries in connection with the Services.
- (b) The Contractor must comply with the provisions of all privacy related Laws, including the *Privacy Act 1988* (Cth), in relation to any personal information it holds in connection with the provision of the Services, as if it is an organisation that is bound by those Laws.
- (c) The Contractor must immediately notify Wilson if it becomes aware of a Data Breach. In the event of a Data Breach, the Contractor must: (1) immediately take all steps required to limit any further access or compromise of Wilson's Systems or any Confidential Information, and to reduce any potential harm to individuals; and (2) provide Wilson with all assistance, information and access as set out in the Contractor Security Procedures.
- (d) Unless the Data Breach arose (in whole or in part) out of the Contractor's failure to comply with this contract, Wilson will reimburse the Contractor for the assistance provided by the Contractor under clause 10.2(c) at the rates set out in Schedule 1.
- (e) If the Data Breach relates to personal information, Wilson will be solely responsible for determining whether the Data Breach should be escalated in accordance with privacy laws. To the extent lawful, the Contractor must not disclose to any third party the existence or circumstances surrounding any Data Breach without Wilson's prior written approval.

11 Termination

11.1 Termination

- (a) Either party may terminate this contract at any time for any reason and in its absolute discretion, by giving 30 days' written notice to the other party.
- (b) Either party (**first party**) may terminate this contract immediately upon written notice to the other party if the other party breaches this contract and, in the first party's reasonable opinion, the breach: (1) cannot be remedied; or (2) can be remedied, but is not remedied within 5 Business Days after the first party gives the other party notice of the breach.
- (c) Wilson may terminate this contract immediately upon written notice to the Contractor if: (1) the Contractor does (or omits) any thing that brings the reputation of the Contractor or Wilson into disrepute; (2) the Contractor suffers an Insolvency Event; or (3) the Contractor fails to take out or maintain the insurances required under clause 6(c).
- (d) Wilson's entire liability for terminating this contract under this clause 11.1 is payment for the Services provided to the date of termination.

11.2 Contractor's obligations on termination

On termination of this contract, the Contractor must (in addition to its other obligations):

- (a) within 7 days, return to Wilson all property owned or used by Wilson, including all: (1) Confidential Information; (2) other documents, materials and software; (3) items containing Wilson's Intellectual Property; and (4) Forms of Access and any identification cards;
- (b) remove from any premises of Wilson or a Customer, as soon as reasonably practicable, all Personnel and all of the Contractor's equipment, tools and other materials;
- (c) ensure it and its Personnel do not enter any Customer or Wilson premises without permission;
- (d) not use or disclose Confidential Information at all, unless authorised by Wilson in writing; and
- (e) ensure any originals and any copies or extracts of the Confidential Information are returned to Wilson or appropriately destroyed or (in the case of digital files) permanently deleted.

12 Wilson's Systems

- (a) If Wilson, in its absolute discretion, permits the Contractor or its Personnel to access or use Wilson's Systems, the Contractor must, and must ensure that its Personnel, use Wilson's Systems and Technical Information: (1) solely to provide the Services; and (2) in accordance with Wilson's policies as Wilson notifies from time to time.
- (b) The Contractor must not, and must ensure that its Personnel do not: (1) challenge or prejudicially affect any of Wilson's rights in respect of Wilson's Systems or Technical Information; (2) assert there exists any lien, encumbrance or any right to payment, in respect of Wilson's Systems, Technical Information or Intellectual Property; (3) delete or remove any



copyright or other notices within or relating to Wilson's Systems or Technical Information; (4) insert or activate, or permit any other person to insert or activate, any Disabling Code in Wilson's Systems at any time, including upon termination of this contract; or (5) access or attempt to access any part of Wilson's Systems except as authorised by Wilson.

(c) Wilson may suspend or withdraw access by the Contractor or its Personnel to Wilson's Systems at any time for any reason.

13 General

- (a) In this contract, unless the context otherwise requires: (1) the singular includes the plural and vice versa; (2) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa; (3) a reference to a party to a document includes that party's executors, administrators, substitutes, successors and permitted assigns; (4) a reference to a document (including a policy) includes all amendments or supplements to, or replacements or novations of, that document; (5) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them; and (6) specifying anything after the words 'include' or 'for example' or similar expressions does not limit what else is included. The schedules form part of this contract.
- (b) This contract is governed by the laws of the state of Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria.
- (c) The Contractor must not assign, transfer or subcontract its rights and obligations under this contract without Wilson's prior written consent. The Contractor is liable to Wilson for the acts and omissions of any subcontractor as if they were acts and omissions of the Contractor.
- (d) This contract supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties. The terms of this contract may be varied only by agreement between Wilson and the Contractor in writing. A waiver under this contract is effective only if it is made expressly and in writing.
- (e) Any applicable legislation relating to proportionate liability is excluded from operation in connection with this contract and in connection with any Personnel.
- (f) Any notice or other legal communication to or by a party to this contract must be in legible writing and in English and addressed as shown in Item 7 of Schedule 1.
- (g) Clauses 5 to 13 (inclusive) survive termination of this contract.

14 Definitions

In this contract:

Authorisation includes any approval, certificate, authorisation, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver, police or security clearance or compliance report by any Government Agency required under any laws or by Wilson.

Business Day means a day that is not a Saturday, Sunday or public holiday in the state or territory specified in Item 6 of Schedule 1.

Confidential Information means any information (including contract terms, operations, procedures, administration, strategic plans, Technical Information and Intellectual Property) which: (1) relates to the business of Wilson or to Customers or their business; and (2) is acquired or generated by the Contractor in the course of performing its obligations under this contract; but does not include information which is lawfully in the public domain.

Customer means a customer or client of Wilson.

Data Breach means any actual, apparent, suspected or anticipated: (1) impairment, compromise or damage to the confidentiality, security, reliability, integrity, value or assurance of Wilson's Systems or any Confidential Information; or (2) misuse or loss of, or unauthorised access to, or disclosure of any Confidential Information (or any personal information in connection with the Services).

Disabling Code means any virus, bomb, trojan horse, or computer programming code, including source and object code, or other thing which would or might have the effect of disrupting, impairing, disabling or otherwise adversely affecting, shutting down Wilson's Systems or denying Wilson access to or use of Wilson's Systems.



End Date means the date referred to in Item 2 of Schedule 1.

Fees means the fees specified in Item 4 of Schedule 1.

Forms of Access has the meaning given in clause 2.3(a).

Good Industry Practice means: (1) the degree of diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced persons when performing services similar to the Services; (2) the exercise of due care, skill and diligence, with a high level of personal and professional ethics; and (3) compliance with applicable Laws.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, local government, Minister of the Crown, agency, entity or Parliament.

Insolvency Event means any of the following events: (1) the Contractor enters into, or resolves to enter into, any arrangement or compromise with, or assignment for the benefit of, its creditors or any class of them; (2) the Contractor ceases, or threatens to cease, carrying on business; (3) a receiver, administrator, trustee or similar official is appointed over any of the Contractor's assets or undertakings; (4) an application or order is made for the winding up or dissolution of the Contractor; or (5) steps are taken to make the Contractor bankrupt.

Intellectual Property means all intellectual property rights existing anywhere in the world including any patent or design (whether registered or not), invention, improvement, development, trade name, logo, copyright, trade mark, trade secrets, Confidential Information or other right existing under statute, at common law or in equity.

Laws means legislation including regulations, by-laws, subordinate legislation, common law, licences, permits, consents, approvals and Authorisations.

Loss means, in relation to any person, however arising and whether present or future, fixed or unascertained, actual or contingent: (1) a damage, loss, cost, expense or liability incurred by the person; or (2) a claim, action, proceeding or demand made against the person.

Personnel means the Contractor (if an individual), and any individual engaged in performing the Services.

Security Contractor Procedures means the instructions supplied by Wilson from time to time (including through the online induction process) on how to comply with Wilson's Code of Ethics and with the obligations set out in this contract.

Services means the performance of the services described in Schedule 2 and any other services agreed by the parties in writing from time to time.

Start Date means the date referred to in Item 2 of Schedule 1.

Technical Information means information relating to performance or functions of Wilson's Systems

Wilson's Personnel means Wilson's officers, employees, agents and contractors (other than the Contractor).

Wilson's Systems means the information technology and communication systems used by Wilson, including hardware, software and networks.



Executed as an agreement:

Signed for Black Tie Security & Investigation Services Pty Ltd by its authorised representative

Signed for **Wilson Security Pty Ltd** by its authorised representative:

Signature	Signature
Robert Paciocco	Greg Watson
Director	General Manager Regional Operations
Witness signature	Witness signature
Witness name	Witness name
Date	Date



Schedule 1 - Contract Details

Item 1	Parties	Wilson: Wilson Security Pty Ltd ABN 90 127 406 295 of Level 3. 6 English Street, Essendon Fields, Victoria, 3041		
		Contractor: Black Tie Security & Investigation Services Pty Ltd		
		Business Name: Black Tie Events		
		ABN: 30 162 691 214		
		Director #1: Robert Paciocco		
		Director #2: Glendon Evans		
		Company Secretary: Glendon Evans		
		Registered Address: 385 Tooronga Road, Hawthorn East, VIC 3123		
		Operational Base Address: 385 Tooronga Road, Hawthorn East, VIC 3123		
Item 2	Start Date: (clause 1(a))	23 March 2020		
	End Date:	30 June 2020		
	(clause 1(a))			
Item 3	Uniforms, equipment and other property: (clause 2.2)	Unless otherwise instructed by Wilson, while performing the Services, the Contractor's Personnel will wear Wilson uniform if supplied or Black Tie suits with Wilson Security hi vis vests as a uniform. The cost of the hi vis vests will be borne by Wilson Security.		
		Unless otherwise instructed by Wilson, while performing the Services, the Contractor's Personnel will use equipment or property to be provided by Wilson and used by the Contractor in the course of the Services		
Item 4	Fees: (clause 3(a)) (all Fees to be shown excluding GST).	Monday to Friday 0600–1800 \$32.42 Monday to Friday 1800–0600 \$38.05 Saturday \$45.39 Sunday \$58.35 Public holidays \$71.33 Note: All rates ex GST Charge rates will increase on the 1st July each year in line with Fairwork.		



Item 5	Insurances: (clause 6(c))	(a)	Workers' Compensation Insurance in accordance with the applicable Law in each State and Territory in which the Services are to be provided;		
		(b)	Public Liability Insurance for an amount not less than \$20mil;		
		(c)	Key Insurance for an amount not less than N/A;		
		(d)	Motor Vehicle Third Party Property Damage (and if required by clause 14, Third Party Bodily Injury) Insurance for an amount not less than N/A;		
		(e)	Professional indemnity insurance for an amount not less than N/A.		
		(f)	Any other insurances required by Wilson due to the specific nature of the services: N/A.		
	2				
Item 6	State	Victoria			
Item 7	em 7 Notices If to Wilson:		Wilson		
item /	(clause 13(f))				
(ciac		Add	lress: Level 3, 6 English Street, Essendon Fields, Victoria, 3041.		
		Attention: Greg Watson, General Manager Regional Operations			
		Email:			
		If to the Contractor:			
		Address: 385 Tooronga Road, Hawthorn East, VIC 3123			
			Attention: Robert Paciocco, Director		
		Ema	ail:		
		Any notice or other communication is deemed to be given and received: (1) if delivered to the authorised person's address on the day of delivery; (2) if sent by pre-paid post, on the 3rd Business Day after posting; and (3) if sent by electronic mail, on the day of transmission. If date of receipt is not a Business Day, it will be deemed received on the next Business Day.			
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Schedule 2 - Services

Services includes such Security Services as may be requested, and amended, from time to time by Wilson of the Contractor in relation to Customers.

"Security Services" includes, but are not limited to:

- (a) Patrol Services; and
- (b) Guarding Services

Guarding Services include, but are not limited to, any static guarding including access control/gatehouse, asset protection and screening, control room (alarm monitoring, video surveillance), covert loss prevention, drug & alcohol screening, bodyguards and close personal protection for VIPs, canine security, traffic control (traffic & kerbside management) and emergency response (First Aid, rescue, medics).

Patrol Services include, but are not limited to, the provision of routine and reactive patrols, alarm response services, alarm monitoring, mobile patrols staff escorts, welfare checks, lockup/unlock, virtual patrols and responding to anti-social behaviour, vandalism and graffiti, noise complaints or suspicious activity;

RE: Subcontract Agreement

From: robo

Greg Watson To:

Cc. Mon, 23 Mar 2020 00:07:23 +1100 Date:

Provision of Services Agreement - Black Tie Security Investigation Services Pty Ltd.pdf (199.75 kB) Attachments:

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Thanks Greg,

Work is very much appreciated.

I have a very hectic day tomorrow but I'll get my business partner Glen to sign this and get it back to you tomorrow.

Respectfully,

Rob Paciocco Director

Black Tie Security Pty Ltd

W: www.blacktiesecurity.com.au







PO BOX 21315, Little Lonsdale Street, Melbourne, VIC 8011

SECURITY SERVICES EVENT SECURITY INVESTIGATIONS CLOSE PERSONAL PROTECTION/VIP SERVICES

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Please consider the environment, before printing this email.

From: Greg Watson Sent: Sunday, 22 March 2020 9:32 PM

To: rob

Subject: Fwd: Subcontract Agreement

Hi Rob

Pls see attached Agreement for your approval and return with signature.

Note I have shown the rates ex GST however they will attract GST when paid.

Thanks for your help tonight and we look forward to your people getting underway tomorrow.

Give me a call if there are any issues.

Regards Greg Get Outlook for iOS

Watson Greg

General Manager Regional Operations



Level 3, 6 English Street Essendon Fields VIC 3041 Australia









in

Click to connect with us.

PROTECT YOUR Book Mobile Patrols -> **BUSINESS THIS EASTER**

From:
Sent: Sunday, March 22, 2020 9:27:02 PM
To: Greg Watson
Subject: Subcontract Agreement

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.