

Sent: Wed, 1 Apr 2020 15:16:46 +1100
To: Katrina Currie (DEDJTR)
Cc: Cameron Nolan (DEDJTR)
Subject: RE: Security Services Procurement

Thanks Katrina – Will do my best to pick this up.

I'd just like to confirm the current situation with you before proceeding. Security arrangements for hotels currently in place for the quarantining of international arrivals are:

Unified Security

- **Crown Promenade** and **Crown Metropol**. Both hotels are currently at capacity, with Unified in place and delivering security services.

There will be no further sites allocated to Unified Security.

Wilson Security

- **Crowne Plaza**. Currently accepting new arrivals, with Wilson in place and delivering security services.
- **Pan Pacific Melbourne**. Will begin accepting arrivals once Crowne Plaza is at capacity. Security services at this hotel will be provided by Wilson, which is aware of this and is prepared to commence servicing this site as required.
- A third hotel that has yet to confirmed will be allocated to Wilson once capacity is reached at Pan Pacific.

MSS Security

- To be approached for costings for the delivery of security services at three further hotels. Details to be confirmed at all three hotels at this stage.

Cam – Are you best placed to advise on which hotels are being stood up and to arrange for access and any other requirements for security providers?

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Informa

@ecodev.vic.gov.au

djpr.vic.gov.au

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From: Katrina Currie (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Sent: Wednesday, 1 April 2020 2:24 PM
To: [PPO] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Cc: Cameron Nolan (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Subject: RE: Security Services Procurement

Hi [PPO] (and Cam cc'd for visibility)

Tried to call. They will probably fill up Crown by Thursday and then move to Pan Pacific. This site is being offered to Wilson. Depending on what happens next a third hotel will also be offered to Wilson but it may not be the Airport hotel originally being planned as there are apparently some issues with its access for quarantined people.

We then move on to MSS. I will forward you their contact details so you can start to negotiate with them. They will get the next three sites but these are not yet confirmed. Check their email as I discussed potential sites with them earlier this week.

Key questions to check on:

- Access to PPE – if not available they will need to let us know so we can negotiate via Claire Febey and her team to source
- Staff training – ensure they have done online COVID awareness training available from the Commonwealth
- Capacity to scale up quickly – ensuring they have access to a staff pool that can be deployed fairly quickly when required
- Site walk throughs prior to assess staffing needs – access/entry points
- Evacuation protocols for each site
- NDAs for staff so that any media issues are properly managed
- They may ask about health issues or security as there is a 'no manhandling' policy for anyone trying to leave. For health issues DHHS needs to be notified (including for both physical and mental health) and for security issues it is VicPol.

You will need to act as a liaison point for the security companies on any issues including managing abscondee, media, COVID cases that might emerge, food issues, deliveries, liaison with on-site services (we supply a concierge through a labour hire company called d'nata at the moment); and liaison into Gonul Sorbest's team for onsite arrangements and Cam Nolan for advice on which hotels are being stood up and when we might need to activate the next contract.

Can you also manage the contracting piece through so that Wilson and Unified have contracts of service?

I have copied in Cam Nolan who has been my key contact throughout. If you could keep Cam and I informed of any issues that emerge, I will shadow you over the next few days while you pick up the work. Will send through emails and relevant contacts shortly.

Kind regards

Katrina

From: PPO (DEDJTR) Personal Information <@ecodev.vic.gov.au>
Sent: Tuesday, 31 March 2020 7:16 PM
To: Katrina Currie (DEDJTR) Personal Information <@ecodev.vic.gov.au>
Subject: Re: Security Services Procurement

Thanks Katrina. Are you able to provide details of the second and third hotels allocated to Wilson? And do we have lead contacts at each of the three hotels? These are required details in the form contract.

Also, do we need to get on the front foot on security arrangements for future hotels by getting costings from other providers on the Security Services Contract?

PPO

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From: Katrina Currie (DEDJTR) Personal Information <@ecodev.vic.gov.au>
Sent: Tuesday, March 31, 2020 6:52:11 PM
To: PPO (DEDJTR) Personal Information <@ecodev.vic.gov.au>
Cc: Personal Information (DEDJTR) Personal Information <@ecodev.vic.gov.au>; Cameron Nolan (DEDJTR) Personal Information <@ecodev.vic.gov.au>
Subject: RE: Security Services Procurement

Hi Personal Information

I was tasked with standing up a security team on Friday night by the following Saturday morning.

I sought advice from my employer engagement teams on security companies we have worked with through Jobs Victoria and asked for contact details of the firms concerned. I was provided with two options at that time – Wilson and Unified.

I emailed Unified and Wilsons at 11.30pm Friday night. Unified replied to me at 6.52am on Saturday morning and I began discussions at 7.00am as to their capability and capacity to deliver servicing at the first two sites by mid-afternoon Saturday. I was advised by text of their capability and this was followed up in telephone conversations. They attended site at 3pm to assess risk and staffing needs; briefed and planned their rosters and secured personnel; and were onsite delivering as required from 5am on Sunday morning.

Wilson replied to me by 8.00am on Saturday morning but by then I had already entered into discussions with Unified. I took up discussions with Wilsons for subsequent sites around 11am. They indicated they could also supply and so I spoke with them again around 4pm and asked them to consider how they could respond. They emailed me a series of questions on Sunday to which I responded by which time Unified had already been tasked with the first hotels. Wilson have been engaged for three subsequent hotels.

Unified is an Aboriginal owned and controlled organisation and has worked with DJPR on related social procurement initiatives. They are accredited with Kinaway and Supply Nation. While they are not a panel provider for security services utilising their services is in keeping with the **State Government's social procurement objectives of utilising Aboriginal businesses.**

A legal exemption should be sought but Unified are delivering and have been delivering services since Sunday. The rationale for the exemption is both immediate need and their responsiveness but also their status as an Aboriginal owned and controlled business under the Government's social procurement objectives.

Kind regards

Katrina

From: PPO (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Sent: Tuesday, 31 March 2020 4:18 PM
To: Katrina Currie (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Subject: FW: Security Services Procurement
Importance: High

Hi Katrina – Please see the email below from Personal Inf Procurement is after more detail on how you came to engage Unified to deliver security services to be able to advise on a best course of action. I thought that you may have received a referral from AED, but am not sure. Are you able to advise.

On the contracting of Wilson, I am working through a contract template now. However, there are a couple of areas that I will need guidance on, so will need advice from DTF before I can provide you with a draft to review.

PPO
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
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From: Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Sent: Tuesday, 31 March 2020 3:51 PM
To: PPO (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Subject: RE: Security Services Procurement

Hi PPO

Need clarity on the rationale for going outside the SPC in this instance. I understand there was an urgency to get things up and running quickly over the weekend but to have a non-approved firm providing security and effectively enforcing government regulation at quarantine sites off the back of some emails and phone calls presents significant risk to individuals involved and the department/Government that is not easily mitigated.

Need to be clear on why this provider was engaged instead of the other SPC providers (noting requests went to Wilson and MSS – who are on the SPC) and whether there is any reason to continue with them (as opposed to switching them out for an SPC provider, for example) in order to assist in determining next steps.

Privilege

[REDACTED] If you do need some form of contract with anyone outside of the SPC framework, legal support will be required.

Personal Information

Strategic Procurement Specialist | Corporate Services - Investment and Procurement

Department of Jobs, Precincts and Regions

Level 13, 1 Spring Street, Melbourne, Victoria Australia 3000

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For more information about Procurement visit our [Landing Page](#) on DJPR's Intranet site

From: PPO [REDACTED] (DEDJTR) [REDACTED] [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Sent: Monday, 30 March 2020 6:48 PM

To: [REDACTED] (DEDJTR) [REDACTED] [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Subject: FW: Security Services Procurement

Personal Info

[REDACTED] - Not sure if the email history came through when I forwarded this on the phone.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Katrina Currie (DEDJTR) ^{Personal Information} [REDACTED] <[\[REDACTED\]@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>
Sent: Monday, 30 March 2020 6:17 PM
To: ^{PPO} [REDACTED] (DEDJTR) <^{Personal Information} [REDACTED] <[\[REDACTED\]@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>
Subject: RE: Security Services Procurement

Hi ^{PPO} [REDACTED]

We need to use Unified as they are already in place. We need an exemption from the panel and I have been told this is possible by ^{Personal Information} [REDACTED]. I will shortly send an email to her and ^{Personal Information} [REDACTED]. ^{Personal Information} [REDACTED] will copy you in asking for their assistance in getting the necessary things in place to contract and then pay the suppliers (currently unified and Wilson).

Kind regards

Katrina

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From: Cameron Nolan (DEDJTR)
Sent: Sat, 28 Mar 2020 23:22:49 +1100
To: Gonul Serbest (DEDJTR); Paul Stagg (DEDJTR) (DEDJTR)
Cc: Katrina Currie (DEDJTR); David Clements (DEDJTR); Rob Holland (DEDJTR)
Subject: Unified security staffing levels

Hey Global Vic superstars,

See below on Unified staffing levels for tomorrow. As foreshadowed, we'll let you keep liaising with Unified directly on any changes needed to these resourcing levels or configurations based on what's happening on the ground.

Also we're hoping there will be a seamless relationship and communication between DHHS, VicPol, our security and hotel security on how to support the CHO to best enforce his direction. But if any issues emerge (e.g guests keep getting inconsistent advice or directions from these different actors, or security are being too aggressive to guests etc.) let us know and we can help work out a solution with you.

We will give you an update on Wilsons for the next round of hotels tomorrow.

Thanks
Cam

Cam Nolan
Executive Director - Priority Projects Unit
Department of Jobs, Precincts and Regions

Personal Information

From: Nigel Coppick <[Personal Information]@unifiedsecurity.com.au>

Sent: Saturday, March 28, 2020 11:03 pm

To: Katrina Currie (DEDJTR)

Cc: David Clements (DEDJTR); Cameron Nolan (DEDJTR); David Millward

Subject: Re: Flights and hotel locations

Good Evening Katrina,

I hope you are well, to give you an update on today's overview of locations. We see the commencement tomorrow to look as follows

Crown Promenade

6 x Officers - to assist with front forecourt support for bus movements, this has been requested by Victoria Police. We will also utilise these members at Crown Metropole later in the day

3 x officers - to support escorts up to the floors

1 x Officer - to support security presence within the lift area as there is an emergency exit

1x Officer - to support sky bridge exit point

15 x officers - We have been advised that they will be utilising 5 levels within the Promenade complex, upon review of these locations, we have established 3 egress points, 2 exit stairwells and a back of house elevator that can provide you access the basement to ensure security of these locations 3 officers will be required per level.

1 x site supervisor

3 x relief staff to support toilet breaks and welfare checks

Total number 30 personnel

We were also asked about assisting with meals to the levels... happy to discuss further.

We will review these numbers at the end of the day and provide you an update

Crown Metropole

6 x Officers - to assist with front forecourt support for bus movements, this has been requested by Victoria Police. These officer were utilised at Crown Promenade

3 x officers - to support escorts up to the floors

1 x Officer - to support security presence with in the front foyer

30 x officers - We have been advised that they will be utilising 15 floors within the Metropole complex, upon review of these locations, we have established 2 egress points, 2 exit stairwells, the back of house elevator is located next to the stair well so we can reduce numbers in this space

1 x site supervisor

4 x relief staff

Total number 45 personnel

We were also asked about assisting with meals to the levels... happy to discuss further.

We will review these numbers at the end of the day and provide you an update

We are mindful of the current position and want to ensure that we are meeting the service needs in the space.

All personnel will be supplied with appropriate PPE.

Emergency Procedures

I have spoken to Crown Security And Victoria Police, in relation to the emergency evacuation process. Crown have advised that they have a 4 min response to check on the Alarm prior to a evacuation being made.

Superintendent Personal Informal has indicated that a communicate will be provided to 000 in relation to these location and members will assist both the crown security and Unified Security in moving all persons to the Queen bridge underpass. Where an exclusion zone will be made to ensure that the general public is kept away from the area, until such time as they can be returned to there accomodation.

Our personnel will be on the ground as follows

0500 - Crown induction
0600 - Security briefing Promenade

0900 - Crown Induction
1000 - Security briefing Metropole

1700 - Crown induction
1800 - Security briefing

2100 - Crown induction
2200 - Security briefing Metrople

David and I will be on site, as well as members of my Victorian operations team.

Please let me know if there is anything else we can do for you. I will contact you tomorrow with updates.

Regards

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia

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Personal Information
[Redacted]
Personal Information
[Redacted]



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On 28 Mar 2020, at 9:42 pm, Katrina Currie (DEDJTR)

Personal Information
[Redacted] @ecodev.vic.gov.au> wrote:

Hi Nigel

- Passenger numbers and the flights they are coming through on.

- **Crown Promenade**

- LA805 (104 PAX)
- QR994 (59PAX)
- CZ321 (38 PAX)
- MU737 (18 PAX)

Crown Metropole

- AC037 (163 PAX)
- NZ123 (100 PAX)
- QR904 (141 PAX)

Kind regards

Katrina

Government of Victoria, Victoria, Australia.

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Sent: Thu, 2 Apr 2020 11:27:17 +1100
To: [Personal Information]@unifiedsecurity.com.au
Cc: Katrina Currie (DEDJTR)
Subject: RE: Security Services CIVOD-19

Hi Nigel – I understand that Katrina Currie has reached out to you to let you know that I will be assisting her with managing the security arrangements at hotels receiving incoming international travellers to serve out their compulsory isolation period.

I understand that you are currently at two sites (Crown Metropol and Crown Promenade) and that all is going fairly well.

I can act as your point of contact for any issues that you have and you should feel free to contact me via email or mobile (details below).

Finally, I have been in touch with our legal team regarding a contract for this engagement. We are currently working on a draft that I aim to get to you in coming days for your review.

Thanks and I look forward to working with you moving ahead on this.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Katrina Currie (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Sent: Monday, 30 March 2020 4:01 PM
To: [PPO] (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Subject: Fwd: Security Services CIVOD-19

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From: Nigel Coppick [Personal Information]@unifiedsecurity.com.au>
Sent: Monday, March 30, 2020 3:59 pm
To: Katrina Currie (DEDJTR)
Cc: [Personal Information]
Subject: Security Services CIVOD-19

Ms Katrina Currie

Executive Director Employment inclusion
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, VIC, 3000

Dear Ms Currie

Many thanks for opportunity to provide pricing for Security Services for the current CIVOD-19 situation that is currently effective the State of Victoria. Unified Security Group is an 100 percent privately owned indigenous company. We are the only Security organisation that is certified with Kinaway and Supply Nation.

We are currently support Metro Rail across the Melbourne Rail network, as well as several project's across the Roads Victoria Projects. We are currently contracted across the following locations Victoria;

- South Eastern Project Alliance (SEPA)
- Mordialloc Freeway Project (MFP)
- Western Project Alliance (WPA)

This has provided the organisation with significant ability to align our, Social and Indigenous Engagement piece. This success has enabled our Victorian Business to grow and successful employee 37 people in this space, with direct engagement with Job Victoria, Brotherhood of Saint Laurence, Macauley Services and A to B Mentoring and Indigenous Employment.

As CIVOD-19 cases continue to raise within Victoria, We have seen several Industries forced to close during this period, to prevent the spread of this virus. This has misplaced thousand of Victorian's and their families, resulting in significant unemployment.

The Security industry in Victoria, has seen as an essential service, and as a consequence has seen significant growth and emergency support to assist Privately owned organisations and both State and Federal Governments.

As you are aware we have been provided a limited window to arrange security overlays for two locations across the Crown Complex. This Service support security elements for the Victorian Government recent decision to quarantine all Victorians flying in on international flights.

As a Segment leader in the employment of Social and Indigenous employment, this has enabled Unified Security Group to utilise our partnerships to provide fixed term employment to support those that have currently been affected in the crisis.

Currently Unified Security Group has been able to recruit specifically for this task, a total of 93 recently and long term unemployed Victorian's to support this initiative. This has been a significant recruiting challenge, however, a satisfying and rewarding experience.

All employee have completed the following

- Federal Government CIVOD-19 Certification
- Non-Disclosure Agreement (NDA)
- Crown inducted

Please see below rates provision for Security Service these are GST Exclusive.

Position	Monday to Friday Day	Monday to Friday Night	Saturday	Sunday	Public Holiday
Manager	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
Supervisor	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
Security Officer	\$49.95	\$51.91	\$69.49	\$89.28	\$109.13

Additional Chargeable as consumables

Safety Glasses	\$3.95 per Unit
Gloves 100 per box	\$50 per Box
Face Masks 50 per box	\$65 per Box
Hazmat suits	\$30 per unit

We look forward to speaking with you soon.

Kind Regards

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office

Unit 6/109 Whitehorse Road
 Blackburn VIC 3130 Australia

Personal Information

@unifiedsecurity.com

.au

Personal Information



unifiedsecurity.com.au

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From: Nigel Coppick
Sent: Mon, 30 Mar 2020 15:59:22 +1100
To: Katrina Currie (DEDJTR)
Cc: Personal Information
Subject: Security Services CIVOD-19

Ms Katrina Currie
Executive Director Employment inclusion
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, VIC, 3000

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We look forward to speaking with you soon.

Kind Regards

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
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1300 658 657

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From: Greg Watson
Sent: Sun, 29 Mar 2020 21:33:35 +1100
To: Katrina Currie (DEDJTR)
Cc: Cameron Nolan (DEDJTR); Personal Information
Subject: Proposal for Quarantine Works
Attachments: DJPR Hotel Quarrantine Rates.pdf

Good Evening Katrina

We completed the site visit at Crowne Plaza this afternoon and gained a clearer understanding of the site and duties required. We have been advised that we start at 3 pm tomorrow ahead of an expected 340 people being transferred to the hotel.

In consultation with the various government representatives present, we estimated that the scope is closer to 27 people required 24/7 for the duration of the assignment. This is based on the following:

- Supervisor / site manager (1)
- 6 floors requiring 3 security officers each as there are 3 fire exits on each floor and no line of sight between them (18)
- Security offices at main entry and staff entry point (2)
- Escorts of people to their rooms (2)
- Relievers to ensure 23 staff receive breaks as per SSIA and NES (4)

All Security officers will be paid minimum Level 2 under the SSIA 2010 or Wilson Security EA (higher than SSIA) and will receive all required rest and meal breaks. We have also allowed for one meal per person prepared by the Hotel in a 12 hour shift as they will not be able to leave the site and it is undesirable for food to be brought in by security staff due to the risk of contamination.

In addition to the rate schedule in the attached Pricing Methodology document, Wilson will provide at no extra charge:

- Contract Manager
- HSE Advisor and support
- Corporate Risk management support
- HR and Rostering support

This is a significant deployment of personnel and we have selected a professional team at a time when security numbers in the state are nearing depletion, managed by a team who have experience with the Commonwealth Games and G20 in Brisbane and Melbourne, Crown Casino and all major events in Victoria. We have committed to supporting the service with all our corporate infrastructure and specialist resources.

We seek your formal confirmation of our appointment to the 3 nominated hotels and approval for the rates for service as submitted.

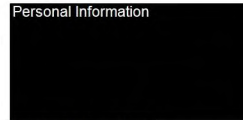
If you require further information please do not hesitate to contact me on Personal Information

Regards Greg

Greg Watso
n
General Manager Regional Operation
s



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ds C 4
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Wilson Security Commercial Offer

1. GST

All pricing is shown exclusive of GST and is therefore subject to GST at the applicable date.

2. Fair Work Act and Award Compliance

Wilson Security is committed to ethical employment practices and provides wages and benefits to security staff in accordance with the Security Services Industry Award 2010 (SSIA). All Wilson Security business activities are compliant with the principles defined in the Fair Work Act 2009, the National Employment Standards (NES) and related legislation.

3. Pricing

Span	Security officer	Supervisor
Mon-Fri 0630 - 1830	\$45.21	\$66.38
Mon-Fri 1830 - 0630	\$52.52	\$78.18
Saturday	\$63.49	\$88.50
Sunday	\$81.77	\$118.00
Public Holiday	\$100.05	\$140.13

Pricing is valid to 30 June 2020 (the Review Date), after which we would require an increase in accordance with the below Proposed Annual Price Adjustment

Proposed Annual Price Adjustment Mechanism

$$A = B + (B \times (C-D)) + (B \times E) + (B \times (F-G)) + (B \times (H-I))$$

where:

- A** is the New Price;
- B** is the Price immediately before the Review Date;
- C** is the Superannuation rate (expressed as a decimal) applicable at the Review Date;
- D** is the Superannuation rate (expressed as a decimal) applicable at the Prior Review Date;
- E** is the pay rate increase (expressed as a percentage) as a result of any wage increases announced by Fair Work Australia incurred since the previous Review Date;
- F** is the Payroll Tax rate (expressed as a decimal) applicable at the Review Date;
- G** is the Payroll Tax rate (expressed as a decimal) at the prior Review Date;
- H** is the Long Service Leave rate (expressed as a decimal) applicable at the Review Date;
- I** is the Long Service Leave rate (expressed as a decimal) at the prior Review Date.



3 Flexibility Provision

We reserve the right to review our pricing throughout the term where an increase in the risk profile or scope changes result in an increased cost of service delivery

4 Meals

Given the requirement for security officers to man their post at all times, a provision of \$1.67 per hour (\$20 per person, per 12-hour shift) is included for meals.

5 Minimum Charge

A minimum shift length and hence minimum charge of four hours applies to all guarding requirements.

6 Invoicing

Invoicing will be issued fortnightly, payment terms are 14 days from the date of invoice.

7 Acceptance of offer

A purchase order or written confirmation of acceptance is required prior to the commencement of services.

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From: Greg Watson
Sent: Mon, 30 Mar 2020 09:09:59 +1100
To: Katrina Currie (DEDJTR)
Cc: Cameron Nolan (DEDJTR); [Personal Information]
Subject: RE: Proposal for Quarantine Works

Good Morning Katrina

We are seeking authorisation to proceed - can this be provided pls.

Regards Greg

Greg Watson
 n
 General Manager Regional Operations



Level 3, 6 E
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 Australia

[Personal Information]

[Personal Information]@wilsonsec
 urity.com.au
 www.wilsonsecurity.com.
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From: Greg Watson
Sent: Sunday, 29 March 2020 9:34 PM
To: Katrina Currie (DEDJTR); [Personal Information]@ecodev.vic.gov.au>
Cc: Cameron Nolan (DEDJTR); [Personal Information]@ecodev.vic.gov.au>; [Personal Information]@wilsonsecurity.com.au>
Subject: Proposal for Quarantine Works

Good Evening Katrina

We completed the site visit at Crowne Plaza this afternoon and gained a clearer understanding of the site and duties required. We have been advised that we start at 3 pm tomorrow ahead of an expected 340 people being transferred to the hotel.

In consultation with the various government representatives present, we estimated that the scope is closer to 27 people required 24/7 for the duration of the assignment. This is based on the following:

- Supervisor / site manager (1)
- 6 floors requiring 3 security officers each as there are 3 fire exits on each floor and no line of sight between them (18)
- Security offices at main entry and staff entry point (2)
- Escorts of people to their rooms (2)
- Relievers to ensure 23 staff receive breaks as per SSIA and NES (4)

All Security officers will be paid minimum Level 2 under the SSIA 2010 or Wilson Security EA (higher than SSIA) and will receive all required rest and meal breaks. We have also allowed for one meal per person prepared by the Hotel in a 12 hour shift as they will not be able to leave the site and it is undesirable for food to be brought in by security staff due to the risk of contamination.

In addition to the rate schedule in the attached Pricing Methodology document, Wilson will provide at no extra charge:

- Contract Manager
- HSE Advisor and support
- Corporate Risk management support
- HR and Rostering support

This is a significant deployment of personnel and we have selected a professional team at a time when security numbers in the state are nearing depletion, managed by a team who have experience with the Commonwealth Games and G20 in Brisbane and Melbourne, Crown Casino and all major events in Victoria. We have committed to supporting the service with all our corporate infrastructure and specialist resources.

We seek your formal confirmation of our appointment to the 3 nominated hotels and approval for the rates for service as submitted.

If you require further information please do not hesitate to contact me on

Personal Information

Regards Greg

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From: [Redacted] (DEDJTR)
Sent: Thu, 2 Apr 2020 17:23:31 +1100
To: Greg Watson
Subject: RE: Proposal for Quarantine Works

Greg – A quick note to advise that we have 317 travellers scheduled to arrive at the Pan Pacific tomorrow. [Redacted] can brief you in more detail when you meet with her tomorrow.

[Redacted]
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [Redacted]
Personal Information [Redacted] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)
djpr.vic.gov.au
jobs.vic.gov.au



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From: Greg Watson [Redacted] [@wilsonsecurity.com.au](mailto:[Redacted]@wilsonsecurity.com.au)
Sent: Thursday, 2 April 2020 12:33 PM
To: [Redacted] (DEDJTR) [Redacted] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)
Cc: [Redacted] (DEDJTR) [Redacted] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au); Katrina Currie (DEDJTR) [Redacted] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)
Subject: RE: Proposal for Quarantine Works

Hi [Redacted]

I should have asked - what time would you like the teams on site to commence tomorrow and Saturday? An estimate will suffice if the details aren't known at this stage.

Regards Greg

Greg Watson
n
General Manager Regional Operation



Level 3, 6 E
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1
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E [Redacted] [@wilsonsecurity.com.au](mailto:[Redacted]@wilsonsecurity.com.au)
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From: Greg Watson

Sent: Thursday, 2 April 2020 12:30 PM

To: PPO (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Cc: Personal Information (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>; Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Subject: RE: Proposal for Quarantine Works

Hi PPO

Thank you very much for the advance notice. I will advise or mobilisation teams now and I look forward to meeting you both in due course.

Regards Greg

From: PPO (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)

Sent: Thursday, 2 April 2020 11:51 AM

To: Personal Information [@wilsonsecurity.com.au](mailto:wilsonsecurity.com.au)>

Cc: Personal Information (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>; Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Subject: RE: Proposal for Quarantine Works

Importance: High

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Hi Greg – I can now confirm the following:

- We will require you to mobilise at the Pan Pacific Hotel first thing tomorrow (3 April).
- We will require you to mobilise at the Park Royal Hotel first thing Saturday (4 April).

Please let me know asap if there will be any issues with this.

Your on the ground contact for the mobilisations is Personal Information, who I've cc'd on this email. She can also be reached on [REDACTED].

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)

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From: Greg Watson Personal Information [@wilsonsecurity.com.au](mailto:greg.watson@wilsonsecurity.com.au)>
Sent: Thursday, 2 April 2020 9:28 AM
To: PPO Personal Information (DEDJTR) [@ecodev.vic.gov.au](mailto:p.p.o@ecodev.vic.gov.au)>
Subject: RE: Proposal for Quarantine Works

Thank you PPO I will wait to hear from you.

Regards Greg

Greg Watson
n
General Manager Regional Operations



Level 3, 6 E
nglish Street
Essend V 3
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1
Australia

Personal Information
E Personal Informa [@wilsonsecurity.com.au](mailto:greg.watson@wilsonsecurity.com.au)
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From: PPO Personal Information (DEDJTR) [@ecodev.vic.gov.au](mailto:p.p.o@ecodev.vic.gov.au)
Sent: Thursday, 2 April 2020 9:25 AM
To: Greg Watson Personal Information [@wilsonsecurity.com.au](mailto:greg.watson@wilsonsecurity.com.au)>
Subject: RE: Proposal for Quarantine Works

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Appreciate the response and update Greg.

I am liaising with our coordinator on this and I will get back to you as soon as I have confirmation for your commencement at the Pan Pacific.

Park Royal is firming as the third hotel and I have notified our coordinator that you stand ready to mobilise from tomorrow morning. Again, I am just waiting for confirmation.

PPO
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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Personal Information [Redacted]

Personal Inform[Redacted] @ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



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From: Greg Watson [Redacted] @wilsonsecurity.com.au

Sent: Thursday, 2 April 2020 8:25 AM

To: PPO [Redacted] (DEDJTR) [Redacted] @ecodev.vic.gov.au

Cc: Katrina Currie (DEDJTR) [Redacted] @ecodev.vic.gov.au; Cameron Nolan (DEDJTR)

[Redacted] @ecodev.vic.gov.au

Subject: RE: Proposal for Quarantine Works

Good Morning [Redacted]

We were wondering when we might get some notice of when the commencement of Pan Pacific might occur and whether it is likely today?

Following is my report form site this morning:

There will be some capacity on level 2 as of today, with level 1 vacant at the Crown Plaza. Could we please see if we can get an indication for the Pan Pacific so we can plan our overlay commencement please.

At Crown Plaza we are now on levels 2-8, and level 10. (level 9 has a self-isolating person unrelated to the quarantine)

I realise it depends on flights, passenger loads etc however any early warning would be greatly appreciated. Thanks [Redacted]

Regards Greg

Greg Watso

n
General Manager Regional Operation
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Australia

Personal Information [Redacted]

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From: PPO (DEDJTR) [Personal Information] <[redacted]@ecodev.vic.gov.au>
 Sent: Wednesday, 1 April 2020 4:40 PM
 To: Greg Watson [Personal Information] <[redacted]@wilsonsecurity.com.au>
 Cc: Katrina Currie (DEDJTR) [Personal Information] <[redacted]@ecodev.vic.gov.au>; Cameron Nolan (DEDJTR) [Personal Information] <[redacted]@ecodev.vic.gov.au>
 Subject: RE: Proposal for Quarantine Works

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

Hi [Personal Information] – I work with Katrina Currie at DJPR and she has asked me to assist her with managing the security arrangements at hotels receiving incoming international travellers to serve out their compulsory isolation period.

Forgive me for going over what will be old ground, but I just want to confirm where things currently stand with you. At the moment I have Wilson as providing security services at the Crowne Plaza Hotel and on standby to deliver security services at the Pan Pacific Melbourne (for when Crowne Plaza reaches capacity). This is expected in coming days. Wilson will also be delivering security services at a third hotel which has yet to be confirmed. Please let me know if this is incorrect.

I can act as your point of contact for any issues that you have at Crowne Plaza, for your move in to Pan Pacific (for which I assume you have arrangements in place), and regarding the third site. Please feel free to contact me via email or mobile (details below) with any queries/issues.

Finally, I have been in touch with our procurement team regarding a contract for this engagement. We are currently drafting a Purchase Order Contract under the State Purchase Contract for Security Services that you have in place with the Victorian Government. I hope to have a draft in coming days for you to review.

Thanks and I look forward to working with you moving ahead on this.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[Personal Information]

[Personal Information] <[redacted]@ecodev.vic.gov.au>

[\[redacted\]@ecodev.vic.gov.au](mailto:[redacted]@ecodev.vic.gov.au)

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jobs.vic.gov.au



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From: Katrina Currie (DEDJTR) [Personal Information] <[redacted]@ecodev.vic.gov.au>
 Sent: Monday, 30 March 2020 11:27 AM
 To: PPO (DEDJTR) [Personal Information] <[redacted]@ecodev.vic.gov.au>
 Subject: FW: Proposal for Quarantine Works

From: Greg Watson Personal Information <[@wilsonsecurity.com.au](mailto:greg.watson@wilsonsecurity.com.au)>
Sent: Sunday, 29 March 2020 9:34 PM
To: Katrina Currie (DEDJTR) Personal Information <[@ecodev.vic.gov.au](mailto:kcurrie@ecodev.vic.gov.au)>
Cc: Cameron Nolan (DEDJTR) Personal Information <[@ecodev.vic.gov.au](mailto:cnolan@ecodev.vic.gov.au)>; Personal Information <[@wilsonsecurity.com.au](mailto:greg.watson@wilsonsecurity.com.au)>
Subject: Proposal for Quarantine Works

Good Evening Katrina

We completed the site visit at Crowne Plaza this afternoon and gained a clearer understanding of the site and duties required. We have been advised that we start at 3 pm tomorrow ahead of an expected 340 people being transferred to the hotel.

In consultation with the various government representatives present, we estimated that the scope is closer to 27 people required 24/7 for the duration of the assignment. This is based on the following:

- Supervisor / site manager (1)
- 6 floors requiring 3 security officers each as there are 3 fire exits on each floor and no line of sight between them (18)
- Security offices at main entry and staff entry point (2)
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- Relievers to ensure 23 staff receive breaks as per SSIA and NES (4)

All Security officers will be paid minimum Level 2 under the SSIA 2010 or Wilson Security EA (higher than SSIA) and will receive all required rest and meal breaks. We have also allowed for one meal per person prepared by the Hotel in a 12 hour shift as they will not be able to leave the site and it is undesirable for food to be brought in by security staff due to the risk of contamination.

In addition to the rate schedule in the attached Pricing Methodology document, Wilson will provide at no extra charge:

- Contract Manager
- HSE Advisor and support
- Corporate Risk management support
- HR and Rostering support

This is a significant deployment of personnel and we have selected a professional team at a time when security numbers in the state are nearing depletion, managed by a team who have experience with the Commonwealth Games and G20 in Brisbane and Melbourne, Crown Casino and all major events in Victoria. We have committed to supporting the service with all our corporate infrastructure and specialist resources.

We seek your formal confirmation of our appointment to the 3 nominated hotels and approval for the rates for service as submitted.

If you require further information please do not hesitate to contact me on Personal Information.

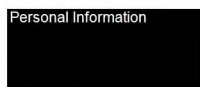
Regards Greg

Greg Watson
n

General Manager Regional Operations



Level 3, 6 English Street
Essendon Victoria 3040
Australia



Personal Information
E Personal Information@wilsonsecurity.com.au
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From: David Millward
Sent: Fri, 3 Apr 2020 09:59:37 +1100
To: PPO (DEDJTR)
Subject: RE: Introduction.

Thanks PPO

Kind Regards,

David Millward

Corporate Head Office
534 Parramatta Road
Ashfield NSW 2131 Australia

Personal Information
@unifiedsecurity.com.

au
Personal Information



SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HO
BART

From: PPO (DEDJTR) Personal Information @ecodev.vic.gov.au>
Sent: Friday, 3 April 2020 9:59 AM
To: David Millward Personal Information @unifiedsecurity.com.au>
Subject: RE: Introduction.

I appreciate the quick response David. I will get back to you should we require additional support.

PPO
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information
@ecodev.vic.gov.au

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From: David Millward ^{Personal} [redacted]@unifiedsecurity.com.au>
Sent: Friday, 3 April 2020 9:54 AM
To: PPO [redacted] (DEDJTR) ^{Personal Information} [redacted]@ecodev.vic.gov.au>
Subject: RE: Introduction.

Thanks PPO [redacted]

In a perfect world, which we both know we are not in - normal procedure would be to conduct a risk assessment of the location to formulate a plan.

Last Saturdays mobilisation went from 10 guards to 150 within 30 mins as an example.

At this present time we could mobilise 80 guards within 12 hours then – anywhere from 80-120 in the next 12/24 hours.

In this current climate, 100s of security guards are looking for work, through our employment partners and through our internal recruitment, our capacity is increasing every day.

This current rate of engagement I could conservatively say 300/400 guards in a couple of days without issue.

Please contact me for any further information, have a great and safe day.

Kind Regards,

David Millward

Corporate Head Office
534 Parramatta Road
Ashfield NSW 2131 Australia

^{Personal Info} [redacted]@unifiedsecurity.com.

au
^{Personal Information} [redacted]



unifiedsecurity.com.au

SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HO BART

From: PPO [redacted] (DEDJTR) ^{Personal Information} [redacted]@ecodev.vic.gov.au>
Sent: Friday, 3 April 2020 8:49 AM

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To: David Millward Person <unifiedsecurity.com.au>
Subject: RE: Introduction.

Thanks for reaching out to me David. We definitely appreciate your team's support in mobilising so quickly to assist us with this.

We are not sure of how many international travellers we will need to accommodate over coming days, so don't know whether we will require additional support from your team. If we did, can I ask how long it would take you to mobilise an additional team/s?

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Inform Person <ecodev.vic.gov.au>

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From: David Millward Person <unifiedsecurity.com.au>
Sent: Friday, 3 April 2020 7:47 AM
To: Personal Inform (DEDJTR) Personal Information <ecodev.vic.gov.au>
Subject: Introduction.

Good morning PPO

I hope you are well in these interesting times.

Nigel shared your details with me, so I thought I would reach out.

I am the majority shareholder of Unified Security Group – Australia's Largest Indigenous Security company, we have a great relationship with Personal Information and Personal Information in your department, who have been a great assistance prior and also ongoing with a continuous supply of staff whom are registered with JOBS VIC, so we have the capacity if you need any further help with Security moving forward.

Please feel free in contacting me for any further information, stay safe.

Kind Regards,

David Millward

Corporate Head Office
 534 Parramatta Road

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Ashfield NSW 2131 Australia

Personal Info [redacted]@unifiedsecurity.com.

au
Personal Information [redacted]



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From: [Personal Information] (DEDJTR)
Sent: Mon, 6 Apr 2020 13:27:55 +1000
To: [Personal Information] (DEDJTR)
Subject: Privilege

Privilege



[Personal Information]
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
[Personal Information]
[Personal Information] [@ecodev.vic.gov.au](mailto:[Personal Information]@ecodev.vic.gov.au)

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From: [Personal Information] (DEDJTR)
Sent: Saturday, 4 April 2020 10:09 AM
To: [Personal Information] (DEDJTR); [Personal Information] [@ecodev.vic.gov.au](mailto:[Personal Information]@ecodev.vic.gov.au)>
Cc: [Personal Information] (DEDJTR); [Personal Information] [@ecodev.vic.gov.au](mailto:[Personal Information]@ecodev.vic.gov.au)>; [Personal Information] (DEDJTR)
[Personal Information] [@ecodev.vic.gov.au](mailto:[Personal Information]@ecodev.vic.gov.au)>
Subject: Privilege

Privilege



[Personal Information]
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
[Personal Information]
[Personal Information] [@ecodev.vic.gov.au](mailto:[Personal Information]@ecodev.vic.gov.au)

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From: [Personal Information] (DEDJTR)
Sent: Friday, 3 April 2020 10:23 AM
To: [Personal Information] (DEDJTR); [Personal Information] <@ecodev.vic.gov.au>
Cc: [Personal Information] (DEDJTR); [Personal Information] <@ecodev.vic.gov.au>; [Personal Information] (DEDJTR); [Personal Information] <@ecodev.vic.gov.au>
Subject: [Privilege]

Privilege



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Personal Information

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Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Info: @ecodev.vic.gov.au

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From: Personal Information (DEDJTR) Personal Information @ecodev.vic.gov.au>

Sent: Thursday, 2 April 2020 2:10 PM

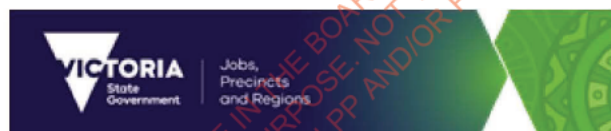
To: Personal Information (DEDJTR); Personal Information @ecodev.vic.gov.au>; PPO (DEDJTR);
Personal Information @ecodev.vic.gov.au>; Personal Information (DEDJTR); Personal Information @ecodev.vic.gov.au>; Personal Information
(DEDJTR); Personal Information @ecodev.vic.gov.au>; Personal Information (DEDJTR)
Personal Information @ecodev.vic.gov.au>
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Personal Information

Strategic Procurement Specialist | Corporate Services - Investment and Procurement
Department of Jobs, Precincts and Regions
Level 13, 1 Spring Street, Melbourne, Victoria Australia 3000

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Personal Information: @ecodev.vic.gov.au



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-----Original Appointment-----

From: Personal Information (DEDJTR)
Sent: Thursday, 2 April 2020 11:13 AM
To: Personal Information (DEDJTR); Personal Information (DEDJTR); Personal Information (DEDJTR); Personal Information (DEDJTR); Personal Information (DEDJTR); Personal Information (DEDJTR);
Personal Information (DEDJTR); Personal Information (DEDJTR)
Subject: Security Services Procurement
When: Thursday, 2 April 2020 2:00 PM-2:45 PM (UTC+10:00) Canberra, Melbourne, Sydney.
Where: Skype Meeting

Personal Information

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Personal Inform[Redacted]

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From: [Redacted] (DEDJTR) [Redacted] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)
Sent: Thursday, 2 April 2020 11:04 AM
To: [Redacted] (DEDJTR) [Redacted] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)
Cc: [Redacted] (DEDJTR) [Redacted] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au); [Redacted] (DEDJTR) [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au); [Redacted] (DEDJTR) [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)
Subject: [Redacted] (DEDJTR) [Redacted] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)

Hi [Redacted] (and [Redacted] PPO)

[Redacted]
[Redacted]

Privilege
[Redacted]

Kind regards,

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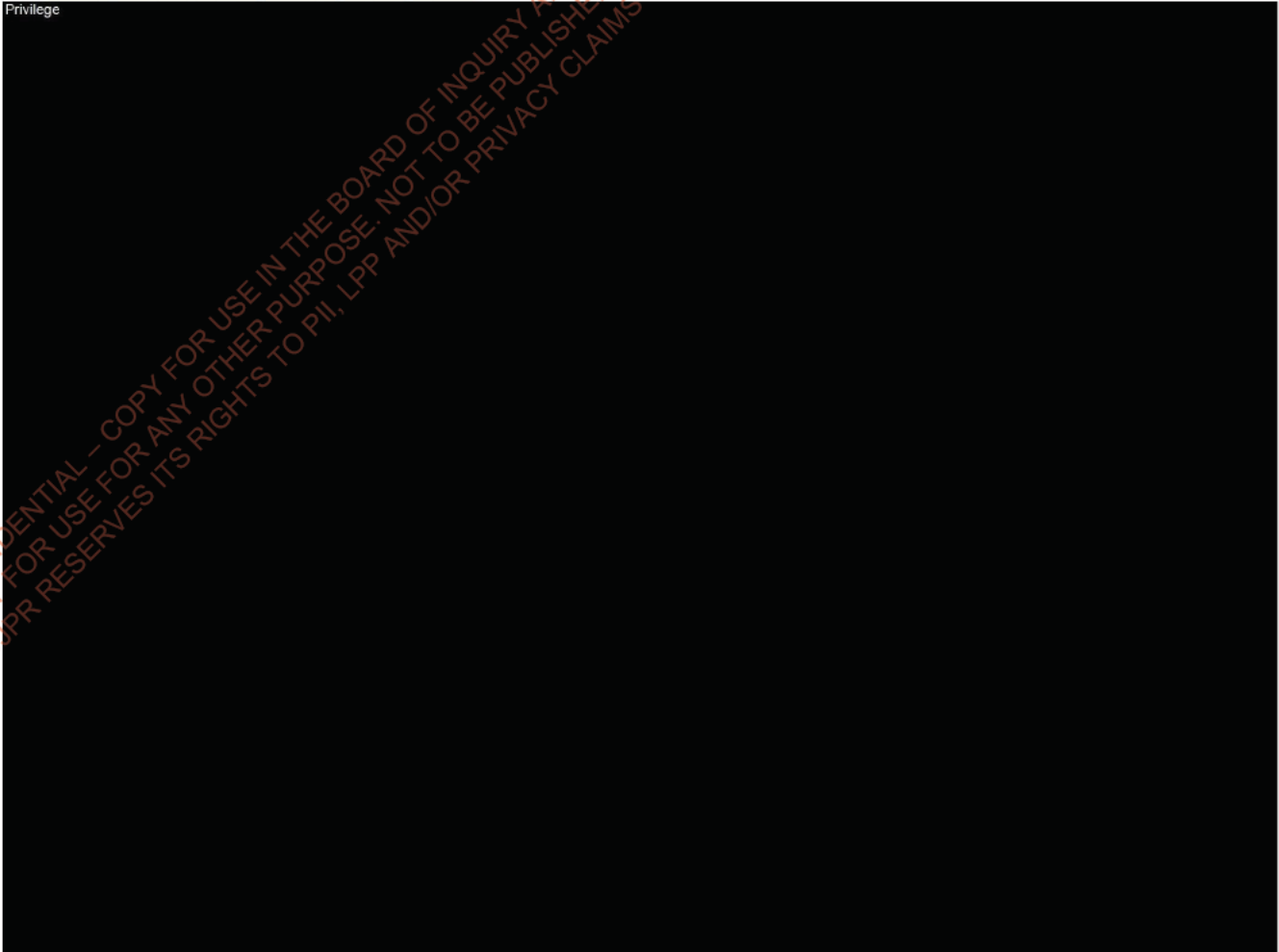
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Sent: Fri, 3 Apr 2020 09:05:45 +1100
To: [Personal Information] (DEDJTR)
Subject: Duties of Security Providers

Hi [Personal Information] Nice accidentally chatting with you this morning.

I am working with Legal [Privilege] I am hoping to get your 'on the ground' perspective on the duties that we would like to contract our providers to. At the moment I have:

- Support the transfer of travellers in and out of isolation at designated hotels
- Alert Victoria Police to any travellers attempting to breach their isolation requirements (adhering to a 'no manhandling' policy)
- Alert on the ground and DHHS staff to any health and safety issues
- Monitor incoming and outgoing deliveries
- Perform other general security functions

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

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From: [Personal Information] (DEDJTR)
Sent: Fri, 3 Apr 2020 09:27:10 +1100
To: Gonul Serbest (DEDJTR); [Personal Information]@ecodev.vic.gov.au
Cc: [Personal Information] (DEDJTR); Paul Stagg (DEDJTR); [Personal Information] (DEDJTR)
Subject: Security - on ground feedback

Team: Spoke to [PPO] back at DJPR who is managing the security contracts. Raised Wilson issue this morning and he will follow up.

Hi [Personal Information]@ecodev.vic.gov.au, moving forward, the following information may be helpful to brief with security companies in advance:

- Security teams will need to be responsible for the provision of their staff's personal protection equipment
- No Security officer is to refuse wearing PPE. If they do, they need to go off site
- Onsite, security are responsible for:
 - Before check in: In position on floors where guests are staying
 - During check in: Accompanying guests in the lift up to their floor. No more than 4 per lift (including the security officer).
Assisting with arriving busses. Ie, getting luggage off bus if people need help
Being present to manage any onsite issues.
 - Once checked in: Maintaining presence on-floors, lobby and front door
Receiving parcels and logging details
Delivering parcels to rooms (once checked and approved by the DHHS authorised officer)
Maintain security: Only allowing authorised persons to enter premise

Escalation of issues:

Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site.

Dinner / food complaints to go to the hotel

Any other onsite queries: To the DJPR Site Manager

Any emergency – dial 000

Thanks [PPO] think having this information communicated in advance will assist everyone. Please don't hesitate to reach out if there's anything further you need.

Kind regards,

[Personal Information]

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From: PPO [REDACTED] (DEDJTR)
Sent: Fri, 3 Apr 2020 10:05:09 +1100
To: Greg Watson
Subject: Security Check-In and Responsibilities

Hi Greg – Just checking in with you on how things went this morning and to confirm that all is on track for mobilisation at your third site tomorrow.

In the meantime, our on the ground crew have provided the following list of responsibilities for your staff at designated hotels (a little late I know, but we are all playing catch up). I understand that you may have limited supplies of PPE at the moment. They have suggested that you issue your staff with what PPE you have and we will work through the Department and Health and Human Services to supply additional PPE where possible. Our on the ground crew would be the best to speak to on this

Please let me know if you have any issues with these requirements:

- Security teams will need to be responsible for the provision of their staff's personal protection equipment (PPE).
- No Security officer is to refuse wearing PPE.

On site, security are responsible for:

Before check in:

- In position on floors where guests are staying.

During check in:

- Accompanying guests in the lift up to their floor. No more than 4 per lift (including the security officer).
- Assisting with arriving busses (such as getting luggage off bus if people need help).
- Being present to manage any on site issues.

Once checked in:

- Maintaining presence on-floors, lobby and front door.
- Receiving parcels and logging details.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer).
- Maintain security: Only allowing authorised persons to enter premise.

Escalation of issues:

- Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site as soon as possible.
- Dinner / food complaints to be communicated to the hotel.
- Any other onsite queries to be communicated to the DJPR Site Manager.

In any emergency – dial 000.

PPO [REDACTED]

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Personal Information [Redacted]

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From: PPO [REDACTED] (DEDJTR)
Sent: Mon, 30 Mar 2020 14:04:03 +1100
To: Katrina Currie (DEDJTR)
Subject: Security Services Procurement
Importance: High

Hi Katrina – I have spoken with both DJPR and DTF procurement advisers on this and I've received the following advice.

Security Services Contract

It is mandatory (and much more simple) for us to use the Victorian Government's standing Security Services Contract for the procurement of the required security services. There are currently five providers signed on to the Contract:

- **Wilson Security**
- **MSS Security**
- G4S Custodial Services
- National Protective Services
- SECUREcorp (Victoria)

Each of these suppliers has agreed to the terms and conditions of the standard Security Services Contract. Furthermore, each has submitted a schedule of rates as part of signing on to the Contract.

Unified Security does not have a supplier arrangement under the Security Services Contract and therefore cannot be engaged via the Contract.

Contracting Services

We have three options for contracting the services:

1. Undertake the full procurement process by issuing an RFQ to suppliers on this list and selecting a preferred provider following an assessment process. This would enable each provider to submit a proposal for the delivery of the required services (numbers, staff breakdown, cost), enabling a robust assessment of the proposals. However, I am assuming that this is not desirable as it would be too time consuming.
2. Request an exemption from going to market with a formal Request for Quote, but use the Security Services Contract to procure the services. I assume that this would be our preferred approach.

DJPR procurement team advice (paraphrased) on this option is:

As a State of Emergency has been declared in Victoria, there are automatic grounds for exemption in circumstances where the procurement activity relates to a direct response to the emergency situation.

DTF procurement has advised that we can seek such an exemption directly from [REDACTED] Personal Information Director, Strategic Sourcing, DTF, who can be contacted on [REDACTED] Personal Information

3. Request an exemption from using the Security Services Contract. While this would allow for services to be contacted from Unified Security (as well as other providers), this option is NOT

recommended by either DJPR or DTF procurement. The reason for this is that it would require the drafting of a complex contract, as our form contracts are considered not fit for purpose for such an engagement.

Next Steps

If I am right in assuming that we go with Option 2, let me know if you are happy to contact [Personal Information] regarding an exemption or whether you would like me to do this. In the meantime, I will take a look at the schedule of rates issued by each provider to enable a cost comparison.

PPO [Redacted]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [Redacted]

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From: Katrina Currie (DEDJTR) [Personal Information] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)>

Sent: Monday, 30 March 2020 12:26 PM

To: [PPO] [Redacted] (DEDJTR) [Personal Information] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)>

Subject: RE: Hotels Work - Notes from our discussion

Yes – Unified but they haven't yet given me pricing

From: [PPO] [Redacted] (DEDJTR) [Personal Information] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)>

Sent: Monday, 30 March 2020 12:26 PM

To: Katrina Currie (DEDJTR) [Personal Information] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)>

Subject: RE: Hotels Work - Notes from our discussion

Katrina – I have your correspondence with Wilson and MSS. I believe there was a third contractor that you had spoken with?

PPO [Redacted]

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Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Katrina Currie (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Monday, 30 March 2020 11:28 AM
To: [PPO] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Subject: FW: Hotels Work - Notes from our discussion

From: Jamie Adams <[Personal Information]@msssecurity.com.au>
Sent: Monday, 30 March 2020 7:25 AM
To: Katrina Currie (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Cc: Cameron Nolan (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; David Clements (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Subject: RE: Hotels Work - Notes from our discussion

Good morning Katrina,

Appreciate your response last night and hope to respond to each of your questions/ concerns below.

In the first instance if you are able to advise the form of contract we can expect for this work, that is will this be in the form of a Purchase Order Contract under the current SPC arrangement with the Victorian Government? This may have some bearing on cost dependent on payment terms and any other special conditions which may exist impacting direct or indirect costs.

With regard to the indicative rate I provided, this does not include public holiday additional costs given we are unable to accurately determine either the proposed commencement date or the duration this work may be required. If you are able to advise how you would like the quote/ rates provided – Hourly schedule of rates, flat rate, weekly rate etc. – I'll be happy to provide a more accurate quote taking into consideration the proposed form of contract.

We note your expectation all officers engaged for this work are remunerated in accordance with a valid industrial instrument which meets the requirements of the SSIA 2010. MSS Security engages directly employed staff under the MSS Security Victorian Enterprise Agreement 2017, which meets or exceeds all wage rates, allowances and shift penalties stipulated within the Award. With respect to our subcontract partners, our subcontracts stipulate the requirement to meet the SSIA requirements at minimum. Our partners are selected on this basis, these arrangements are formalised in contract and we undertake periodic audits of our partners and their employees to confirm compliance to this requirement.

I await your further advice regarding reporting requirements, potential site visits for the purposes of undertaking Risk Assessments and potential commencement of services.

Regards,

Jamie Adams
General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

[Personal Information]

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From: Katrina Currie (DEDJTR) Personal Information @ecodev.vic.gov.au
Sent: Sunday, 29 March 2020 11:43 PM
To: Jamie Adams Personal Information @msssecurity.com.au>
Cc: Cameron Nolan (DEDJTR) Personal Information @ecodev.vic.gov.au>; David Clements (DEDJTR) Personal Information @ecodev.vic.gov.au>
Subject: RE: Hotels Work - Notes from our discussion

Hi Personal Info

Thanks for your notes of our earlier conversation. I note that your average pricing is likely to be \$51 per hour per worker covering all shifts over a 24 hour period. I assume this average rate is inclusive of weekend/public holidays as well as overnight rates. Are there any other management or overhead costs proposed for this engagement or is the \$51 per hour inclusive of this?

Please note that I will also require your written assurance that staff will be paid in accordance with relevant award conditions including any shift or other allowances. Please advise also whether the staff are employed as ongoing permanent, part-time or full-time or casual staff (or a mix).

I note your earlier advice that PPE may be an issue. Can you please provide advice in writing of the numbers of daily gloves/masks required once we confirm numbers for each site.

In all likelihood we will make other arrangements for the delivery of food to guest rooms but we will have to advise once we have details of the sites.

We are keen to ensure this initiative supports Victorians who may otherwise have been displaced from their jobs. I will come back to you with further advice on information we will be seeking about the staff you have engaged for this project and their circumstances prior to this engagement.

The quote is required now to ensure we can prepare a contract and raise a purchase order. Your early advice would be welcome.

I will touch base tomorrow to let you know how things are progressing.

Kind regards

Katrina

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Katrina Currie

Executive Director | Employment, Inclusion

Department of Jobs, Precincts and Regions

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From: Personal Information [@msssecurity.com.au](mailto:msssecurity.com.au)
Sent: Sunday, 29 March 2020 3:46 PM
To: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)
Subject: RE: Hotels Work - Notes from our discussion

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

Personal Information

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From: Personal Information
Sent: Sunday, 29 March 2020 3:43 PM
To: Personal Information @ecodev.vic.gov.au
Subject: Hotels Work - Notes from our discussion

MSS one of 3 companies at this stage, maybe more

1 site at Crown – Metropol, Promenade, Crown Towers – all done and assigned to other companies

2 other sites following Monday and Tuesday's confirmations re flights incoming

Have to be available Monday or Tuesday to do a Risk Assessment

Walk Through of site to be conducted to assess Access and Exit points and site specific instructions will be provide for each

All about Verbal De-escalation of people want to abscond. Vic Pol will have a presence at each site (likely)

Sufficient staff to cover all critical areas – Reception to deal with family members to drop stuff off etc. – arranging escorts for smokers

Each site will be different

Crown has security delivering foodstuffs and collecting rubbish

PPE required – Masks, gloves, Hand Sanitiser

People are being spaced in – bus by bus

We will get a heads up from DHHS rep on site

Anyone with health concerns will be re-directed away from hotels and won get on buses, only people without symptoms

Sorted into particular hotels – soft handover – AFP will handover to Vic Pol person on bus who will take over – DJPR person on site

Any issues with people absconding or getting aggressive – Vic Pol – health DHHS – DJPR for any personnel issues (I don't like my lunch stuff)

We will get FAQ's

Main requirements will be meal deliveries and rubbish collection, could be staff on each floor etc. May be asked to escort to recreation areas or smoking issues

Evac protocols need to be established

All staff need to do the COVID-19 on-line training – link as follows: <https://covid-19training.gov.au/index.html> can be replaced by our information

Issues with enrolment due to volume

Meals will be labelled for rooms and produced largely on site. Guards will need to deliver appropriately.

DHHS, Medical, VicPol and DJPR

Need to be signing confidentiality agreements – no special format.

Likely stand up sites are Mercure Welcome in Melbourne, 4 Points by Sheraton, maybe Novotel Melbourne on Collins, Novotel Geelong, Travelodge Hotel in Docklands

Cameron Nolan will be key contact

Data to be provided on jobs saved as a result of this potential additional work

Food will not be provided for security personnel by department – can leave site to source food. Storage on site is likely to be available but to be confirmed as part of site visits.

If there is anything I have missed let me know. As an indication I expect the hourly cost for 1 officer x 24 hours per day x 7 days per week will be \$51.00 per hour ex GST, but can confirm once we have a clearer indication of numbers etc.

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

Personal Information [Redacted]

Personal Information [Redacted] @msssecurity.com.au

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From: [Personal Information] (DEDJTR)
Sent: Tue, 31 Mar 2020 15:50:57 +1100
To: [Personal Information] (DEDJTR)
Subject: RE: Security Services Procurement

Hi [Personal Information]

Need clarity on the rationale for going outside the SPC in this instance. I understand there was an urgency to get things up and running quickly over the weekend but to have a non-approved firm providing security and effectively enforcing government regulation at quarantine sites off the back of some emails and phone calls presents significant risk to individuals involved and the department/Government that is not easily mitigated.

Need to be clear on why this provider was engaged instead of the other SPC providers (noting requests went to Wilson and MSS – who are on the SPC) and whether there is any reason to continue with them (as opposed to switching them out for an SPC provider, for example) in order to assist in determining next steps.

Privilege

[Redacted] If you do need some form of contract with anyone outside of the SPC framework, legal support will be required.

[Personal Information]

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[Personal Information]

[Personal Information] @ecodev.vic.gov.au



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From: [Personal Information] (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Sent: Monday, 30 March 2020 6:48 PM
To: [Personal Information] (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Subject: FW: Security Services Procurement

[Personal Information] – Not sure if the email history came through when I forwarded this on the phone.

[Personal Information]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[Personal Information]

[Personal Information] @ecodev.vic.gov.au

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From: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Sent: Monday, 30 March 2020 6:17 PM

To: Personal Informa (DEDJTR) Personal Informatio [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Subject: RE: Security Services Procurement

Hi Personal

We need to use Unified as they are already in place. We need an exemption from the panel and I have been told this is possible by Personal Information. I will shortly send an email to her and Personal Inform Personal Info. I will copy you in asking for their assistance in getting the necessary things in place to contract and then pay the suppliers (currently unified and Wilson).

Kind regards

Katrina

From: Personal Informatio (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Sent: Monday, 30 March 2020 2:04 PM

To: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Subject: Security Services Procurement

Importance: High

Hi Katrina – I have spoken with both DJPR and DTF procurement advisers on this and I've received the following advice.

Security Services Contract

It is mandatory (and much more simple) for us to use the Victorian Government's standing Security Services Contract for the procurement of the required security services. There are currently five providers signed on to the Contract:

- **Wilson Security**
- **MSS Security**
- G4S Custodial Services
- National Protective Services
- SECUREcorp (Victoria)

Each of these suppliers has agreed to the terms and conditions of the standard Security Services Contract. Furthermore, each has submitted a schedule of rates as part of signing on to the Contract.

Unified Security does not have a supplier arrangement under the Security Services Contract and therefore cannot be engaged via the Contract.

Contracting Services

We have three options for contracting the services:

1. Undertake the full procurement process by issuing an RFQ to suppliers on this list and selecting a preferred provider following an assessment process. This would enable each provider to submit a proposal for the delivery of the required services (numbers, staff breakdown, cost), enabling a robust assessment of the proposals. However, I am assuming that this is not desirable as it would be too time consuming.
2. Request an exemption from going to market with a formal Request for Quote, but use the Security Services Contract to procure the services. I assume that this would be our preferred approach.

DJPR procurement team advice (paraphrased) on this option is:

As a State of Emergency has been declared in Victoria, there are automatic grounds for exemption in circumstances where the procurement activity relates to a direct response to the emergency situation.

DTF procurement has advised that we can seek such an exemption directly from [Personal Information], Director, Strategic Sourcing, DTF, who can be contacted on [Personal Information].

3. Request an exemption from using the Security Services Contract. While this would allow for services to be contacted from Unified Security (as well as other providers), this option is NOT recommended by either DJPR or DTF procurement. The reason for this is that it would require the drafting of a complex contract, as our form contracts are considered not fit for purpose for such an engagement.

Next Steps

If I am right in assuming that we go with Option 2, let me know if you are happy to contact [Personal Info] regarding an exemption or whether you would like me to do this. In the meantime, I will take a look at the schedule of rates issued by each provider to enable a cost comparison.

[Personal Information]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
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From: [Personal Information] (DJPR)
Sent: Tue, 7 Apr 2020 11:22:44 +1000
To: [Personal Information] (DJPR)
Cc: [Personal Information] (DJPR); [Personal Information] (DJPR)
Subject: Privilege [Redacted]

Hi [Personal Information]

Privilege [Redacted]

[Personal Information]

Principal Policy Officer | Inclusion, Employment
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 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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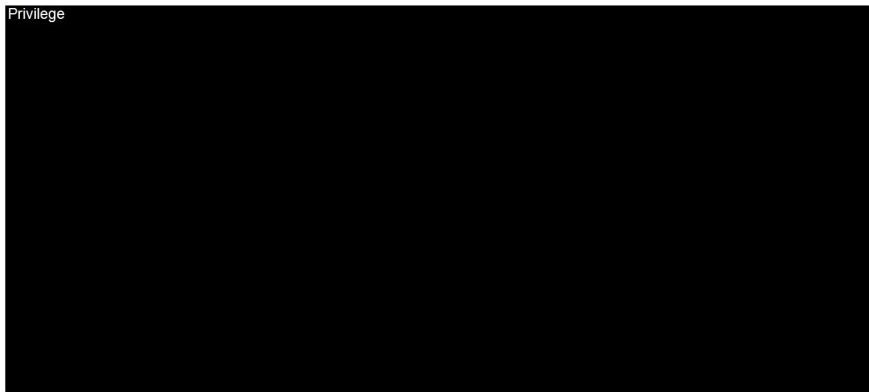
From: [Personal Information] <@ecodev.vic.gov.au>
Sent: Monday, 6 April 2020 7:39 PM
To: [Personal Information] (DEDJTR); [Personal Information] <@ecodev.vic.gov.au>
Cc: [Personal Information] (DEDJTR); [Personal Information] <@ecodev.vic.gov.au>; [Personal Information] (DEDJTR)
 [Personal Information] <@ecodev.vic.gov.au>
Subject: Privilege [Redacted]

Dear [Personal Information]

Privilege [Redacted]

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Privilege



Personal Information



Senior Solicitor, Commercial Law | Legal and Legislation | Corporate Services

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Level 8, 1 Spring Street, Melbourne, Victoria Australia 3000

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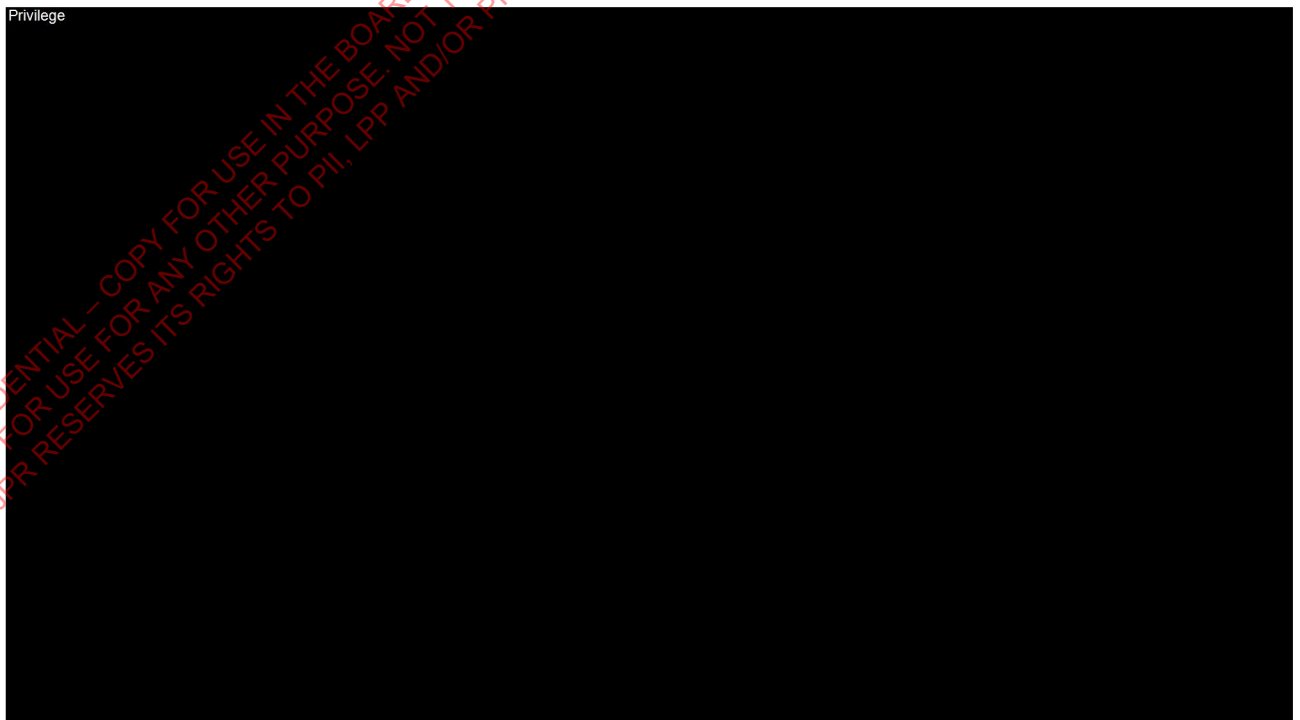


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Department of Jobs, Precincts and Regions
Agreement for Professional Services (Terms and Conditions)

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PARTS OF THIS AGREEMENT

This Agreement is made up of the following parts:

- Terms and Conditions
- Schedule 1- Agreement Details
- Schedule 2- Services
- Schedule 3- Payment Terms
- Annexure A- Services Brief

PARTIES

This Agreement is made between and binds the following parties:

The Crown in right of the State of Victoria (**State**) as represented by its Department of Jobs, Precincts and Regions (**Department**).

AND

The service provider as described in Schedule 1 (Agreement Details) to this Agreement (**Service Provider**).

BACKGROUND

- A. The Service Provider, at the request of the Department, has agreed to provide the Services to the Department.
- B. The Department has agreed to engage the Service Provider to provide the Services subject to the terms of this Agreement.
- C. This Agreement is legally binding upon the Service Provider and the Department.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Agreement means this agreement and include the schedules and any annexures to it or documents incorporated by reference;

Code of Practice means a code of practice as defined in, and approved under, the Privacy and Data Protection Act 2014 (Vic);

Commencement Date means the date, if any, set out in Schedule 1 (Agreement Details);

Completion Date means the date set out in Schedule 1 (Agreement Details) as may be extended by the Department under clause 3;

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of

the Service Provider in the course of providing the Services but does not include the Service Provider's internal working documents;

Contract Publishing System means the system of the Victorian Government for publication of details of contracts entered into by Victorian Government departments, bodies and agencies, including any replacement or amended system;

Data means all data, information, text, drawings, statistics, analysis, datasets or databases and other materials embodied in any form which is:

- (a) supplied by or on behalf of the Department in connection with this Agreement (**Input Data**); or
- (b) generated, placed, stored, processed, retrieved, printed, accessed or produced utilising the Input Data, the Services, or the deliverables;

Department's Representative means the person set out in Schedule 1 (Agreement Details) or the person from time to time acting in his or her position or nominee in his or her absence as the representative of the Department for the purposes of this Agreement;

Fees means the moneys to be paid to the Service Provider in consideration for performance of the Services as designated in Schedule 3 (Payment Terms);

GST means any tax imposed under the GST Law and includes GST within the meaning of the *GST Act*;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) as amended;

GST Law means the GST Law as defined in the *GST Act* and includes any Act of the Parliament of Australia that imposes or deals with GST;

Health Privacy Principles means the principles so identified and set out in the *Health Records Act 2001* (Vic);

IBAC means the commission established under the *Independent Broad-based Anti-corruption Commission Act 2011* (Vic) and includes any other organisation that may, from time to time, perform the functions of the commission;

Information Privacy Principles means the principles so identified and set out in the *Privacy and Data Protection Act 2014* (Vic);

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;

Laws means:

- (a) the law in force in the State and the Commonwealth of Australia, including common law, legislation and subordinate legislation; and
- (b) ordinances, regulations and by-laws of relevant government, semi-government or local authorities;

Personnel of a party includes the officers, employees, agents, contractors and sub-contractors of that party;

Protective Data Security Standard means any standard issued under Part 4 of the Privacy and Data Protection Act 2014 (Vic);

Pre-Existing Intellectual Property means any and all Intellectual Property Rights in any works, items or systems which are the property of the Service Provider and which existed in substantially the same form and with substantially the same contents prior to the commencement of the provision of the Services;

Report means a report detailing any information reasonably required by the Department including but not limited to the number of Service Provider Personnel, at each level of seniority, engaged at each Site and the number of hours of deployment for each Personnel, in the form set out in Schedule 2 to this Agreement, or as otherwise directed by the Department;

Required Insurances means each of the insurances, if any, described in Schedule 1 (Agreement Details);

Scope means the number of Service Provider Personnel at each level of seniority that will deliver the Services at each Site. The Service Provider will provide the proposed Scope to the Department, in the form set out in Schedule 2 (or as otherwise directed by the Department), for the Department's approval;

Site means a location where the Services will be performed, as notified by the Department;

Report means a report detailing any information reasonably required by the Department including but not limited to the number of Service Provider Personnel at each level of seniority, engaged at each Site and the number of hours of deployment for each Personnel, in the form set out in Schedule 2 to this Agreement, or as otherwise directed by the Department;

Services means the services described in Schedule 2 (Services);

Service Provider's Representative means the person set out in Schedule 1 (Agreement Details) as the representative of the Service Provider for the purposes of this Agreement;

Supplier Code of Conduct means the Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time);

Tax Invoice has the same meaning as in the *GST Act*;

Term means period from the Commencement Date until the Completion Date as may be extended by the Department under clause 3;

Victorian Public Entity means:

- (a) a public sector body as defined in section 4 of the *Public Administration Act 2004* (Vic);
- (b) a statutory corporation, a State owned company, a State body or a State business corporation as those terms are defined in the *State Owned Enterprises Act 1992* (Vic);
- (c) a "Council" as defined in the *Local Government Act 1989* (Vic); or
- (d) an entity which receives the majority of its funding from any of the entities listed in paragraphs (a) to (c) or any entity under the control of any of the entities listed in paragraphs (a) to (c); and

VPSC Code of Conduct means the Code of Conduct for Victorian Public Sector Employees 2015, unless the Services are services of a kind usually provided by directors of Victorian Public Entities, in which case it means the Code of Conduct for Directors of Victorian Public Entities 2016 (each as issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) and as amended or replaced from time to time.)

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting one gender (including neutral pronouns) include the others;
- (c) "dollars" or "\$" is a reference to the lawful currency of Australia;
- (d) the words "include", "includes" or "including" are to be read as if followed by the words "without limitation";
- (e) words denoting persons include a partnership and a body whether corporate or otherwise;
- (f) references to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure to this Agreement;
- (g) a cross-reference to a clause number is a reference to all its sub-clauses;
- (h) the annexures and schedules to this Agreement and any documents included by reference in this Agreement must be incorporated into and be read and construed as part of this Agreement;
- (i) if a word is defined, other parts of speech and grammatical forms have corresponding meanings;
- (j) "document" has the same meaning as given in the *Evidence Act 1958* (Vic) as amended from time to time;
- (k) references to a party to this Agreement includes the executors, administrators, successors and permitted assigns of that party;
- (l) if a party to this Agreement consists of more than one person those persons must be jointly and severally bound under this Agreement;
- (m) any remedy, power or entitlement given to the Department in any clause of this Agreement is in addition to any remedy, power or entitlement which the Department may have under any other clause or clauses of this Agreement or under any Law;
- (n) clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (o) in the interpretation of these terms, no rule of construction will apply to a clause to the disadvantage a party because that party put forward the clause or any part of that clause or would otherwise benefit from it; and
- (p) any ambiguity or inconsistency in the documents comprising this Agreement must be referred to the Department's Representative who will determine the interpretation that prevails.

1.3 Precedence of documents

To the extent of any inconsistency, the documents comprising this Agreement must be read in the following order of precedence:

- (a) these terms and conditions;
- (b) Schedule 1 (Agreement Details);
- (c) Schedule 2 (Services);
- (d) Schedule 3 (Payment Terms);
- (e) Annexure A (Services Brief); and
- (f) the remaining Schedules and Annexures to this Agreement.

2. SERVICES

2.1 The Service Provider must provide the Services to the Department on a non-exclusive basis, in accordance with the terms of this Agreement and any reasonable directions given by the Department from time to time.

2.2 In performing its obligations under this Agreement, the Service Provider must:

- (a) provide the Services in a timely and efficient manner exercising due care, skill and judgement and at all times act in accordance with professional principles and the standards of a competent professional provider of services similar to the Services;
- (b) promptly notify the Department as soon as it becomes aware of any delay or possible delay in providing the Services in accordance with this Agreement;
- (c) ensure that the Services are adequate and suitable for the purposes for which they are required; and
- (d) use appropriately skilled and qualified Personnel to provide the Services.

3. TERM

3.1 Subject to the provisions of this Agreement the Service Provider must:

- (a) commence the Services by the Commencement Date and complete the Services by the Completion Date; and
- (b) submit all reports and complete the particular tasks which constitute part of the Services on or before any dates specified in this Agreement for submission of reports or completion of tasks.

3.2 The Department may, in its absolute discretion, extend the dates for the submission of reports or the completion of tasks.

3.3 The Department may in its absolute discretion, by notice in writing to the Service Provider, extend the Completion Date.

3.4 Unless otherwise agreed in writing by the Department, an extension to the dates for submission of reports or the completion of tasks, or the Completion Date under this clause 3 will not entitle the Service Provider to claim an

adjustment to the Fees or relieve the Service Provider of its obligations under this Agreement.

4. Scope and approval of Services

- 4.1 Prior to the Service Provider delivering the Services at any particular Site, the Department must approve in writing the Scope of Services for that Site.
- 4.2 The Department may at any time increase or decrease the Scope of the Services at its absolute discretion and any changes in Scope proposed by the Service Provider must be preapproved by the Department in writing.
- 4.3 The Department will only pay for Services (including the Service Provider Personnel) that it has approved in accordance with clauses 4.1 and 4.2.
- 4.4 The Service Provider must provide a Report to the Department in relation to the Services provided at each Site whenever there is a change in Scope and as and when requested by the Department.

5. PAYMENT

- 5.1 In consideration of the performance by the Service Provider of its obligations arising under this Agreement, and subject to:

- (a) the Department being satisfied with the manner in which the Services are being provided; and
- (b) the Services having been approved by the Department in accordance with clause 4;

the Department will pay the Fees to the Service Provider for the Services in accordance with the terms set out in Schedule 3 (Payment Terms).

- 5.2 Unless expressly provided otherwise in Schedule 3 (Payment Terms), the Fees are inclusive of GST (if any) and of all costs and expenses that may be incurred by the Service Provider, whether foreseen or unforeseen including insurance, duties, imposts and taxes.
- 5.3 Invoices must comply with the requirements of the GST Law (as a Tax Invoice) and must, unless inconsistent with the GST Law, specify:
 - (a) the name of the Department's Representative and the Department's reference number;
 - (b) the Fees due to the Service Provider and the basis for their calculation;
 - (c) the amount of any GST paid or payable by the Service Provider with respect to the Fees;
 - (d) the date of delivery of the Services to which the invoice relates;
 - (e) a description (including quantity where relevant) of the Services delivered;
 - (f) if a discount is applicable, the discounted price; and
 - (g) the Service Provider's address for payment.

- 5.4 Payment of an invoice is not:
- (a) evidence or an admission that the Services have been provided in accordance with the Agreement;
 - (b) evidence of the value of the Services;
 - (c) an admission that the Services invoiced were satisfactorily performed or the expenses reimbursed properly incurred;
 - (d) an admission of liability; or
 - (e) acceptance or approval of the Service Provider's performance,
- but must be taken only as a payment on account.
- 5.5 The Department may set off against any sum owing to the Service Provider any amount owing by the Service Provider to the Department.
- 5.6 The Department will, on receipt of a written notice from the Service Provider, to be clearly headed "Fair Payments Policy – Penalty Interest Claim", pay simple interest on any Overdue Amount (for the period from the date of receipt of the notice until the date of payment) at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- 5.7 For the purposes of clauses 5.6 and 24.5, "Overdue Amount" means an amount (subject to clauses 5.5 and 5.8) that has been outstanding for more than thirty (30) days from the date of receipt by the Department of the Tax Invoice properly rendered by the Service Provider and:
- (a) that is due and owing under that invoice; and
 - (b) that is not disputed by the Department within thirty (30) days of the receipt of the invoice. A dispute of an invoice under this clause may relate to:
 - (i) the amount owing; or
 - (ii) the adequacy of the Services provided for which payment has been sought.
- 5.8 The Department will, from the date of resolution of any dispute for which payment has been delayed under clause 5.7(b), have a further thirty (30) days in which to pay the amount agreed or determined to be owing to the Service Provider, after which time, such amount will be deemed to be an "Overdue Amount for the purposes of clause 5.6 and the Service Provider may serve a notice to the Department in accordance with clause 5.6.
- 5.9 No interest will be payable under clause 5.6 unless the written notice is received by the Department within thirty (30) days from the expiration of the thirty (30) day period stated in clause 5.7.
- 5.10 The Service Provider's written notice under clause 5.6 must be addressed and delivered in accordance with the provisions of clause 28 of this Agreement to the Department's Representative.
- 5.11 Sub-clauses 5.6, 5.7, 5.8, 5.9 and 5.10, apply only if:

- (a) the Victorian Government Fair Payments Policy is applicable to this Agreement;
- (b) the Fees do not exceed \$3,000,000; and
- (c) the *Building and Construction Industry Security of Payment Act 2002* (Vic) is not applicable to this Agreement.

6. Equipment

6.1 The Service Provider must provide any and all equipment necessary for the performance and maintenance (where appropriate) of the Services and its obligations under this Agreement, including all necessary personal protective equipment to be worn by Service Provider Personnel in accordance with the relevant public health standards including but not limited to in relation to COVID-19.

6.2 The Service Provider must ensure that:

- (a) such equipment is suitable for deployment in the delivery of the Services, and conforms to all applicable Laws, Policies, codes of conduct and industry standards;
- (b) it holds, at all times, all necessary licences, certifications, permits or other authorities to possess and use such equipment; and
- (c) all Service Provider Personnel that use or operate such equipment are suitably trained and experienced in the use and operation of such equipment, and hold all licences, certifications, permits or other authorities that are required by Law in order that the Service Provider Personnel may use or operate such equipment lawfully.
- (d) the Service Provider Personnel must wear all necessary personal protective equipment (that complies with the relevant public health standards including but not limited to in relation to COVID-19) at all times while performing of the Services.

7. Service Provider Personnel training

7.1 The Service Provider acknowledges and agrees that it and its Personnel, while delivering the Services, are likely to come into contact with people who have or may potentially have COVID-19.

7.2 The Service Provider must (at its cost) and will be responsible for ensuring that before the Service Provider's Personnel perform the Services they receive:

- (a) adequate training in security, workplace health and safety, customer service and risk management as applicable for the provision of security services and, including but not limited to, in relation to COVID-19;
- (b) meet all relevant safety induction requirements for the Sites; and
- (c) in addition to the above, have undertaken the Australian Government Department of Health COVID-19 infection control training module, or any and all other COVID-19 awareness training as directed by the Department,

and the Service Provider must ensure that quality management systems, which at a minimum include consideration of the issues listed above, are maintained during the term of the Agreement.

7.3 Preferred Quality Systems Standards that should be taken into consideration under clause 7.2 are:

- (a) Quality Systems Standards AS/NZS ISO 9001:2008 (including AS/NZS ISO9001:2000);
- (b) Australian Standard, AS4421 – 2011 'Guards and Patrols';
- (c) Australian and New Zealand Standard, AS/NZS: 31000:2009 Risk Management; and
- (d) Australian Standard 4801:2001 Occupational Health and Safety Management.

8. Replacement of Service Provider Personnel

8.1 The Service Provider must remove any of its Personnel from the provision of Services at a given Site, or generally, if directed to do so in writing by the Department. The Department may make such direction if the relevant individual:

- (a) has been involved in any illegal conduct, or has consistently breached policies, procedures and guidelines applicable to the Site or locations at which he or she provides the Services;
- (b) in the reasonable opinion of the Department:
 - a. is or has become incapable of efficiently performing his or her duties;
 - b. is not, or becomes a person who is not, suitable to be involved in the provision of the Services, either at the relevant Site or generally; or
 - c. is or becomes a person whom it would not be in the public interest for the Service Provider or the Department to engage or be associated with; or
 - d. has, or becomes likely to acquire, a criminal record.

8.2 Where the Department makes a direction for reasons specified in the above sub-clause, such direction will contain particulars of such reasons, but, unless there is manifest error, such particulars may not be disputed or challenged by the Service Provider, and the direction is legally binding. Subject to clause 8.3, the Service Provider must make such adjustments or amendments to its Personnel delivering the Services to reflect the Department's direction.

8.3 If an individual is the subject of a direction made by the Department under clause 8.1, the Service Provider must procure that such individual departs the Site(s) at which he or she is providing Services that are the subject of that direction, and does not return to such Site(s), unless he or she has the Department's written consent to do so.

9. Business continuity plan

9.1 The Service Provider must have a business continuity plan in place that includes:

9.1.1 contingency arrangements should any Service Provider Personnel become unavailable during the provision of the Services, including in accordance with clause 8; and

9.1.2 consideration of occupational health and safety for all Service Provider Personnel, or agents, contractors, or subcontractors of the Service Provider if there is exposure or infection of COVID-19.

10. Drug and alcohol testing

10.1 The Department may require that Service Provider Personnel agree to submit to drug and/or alcohol testing.

10.2 The Service Provider will ensure that all Service Provider Personnel have consented to such testing. To the extent that Service Provider Personnel have not consented to testing, the Service Provider must not allow those Service Provider Personnel to be involved in performing Services.

11. REPRESENTATIVES

11.1 The Department appoints the Department's Representative, as the person with whom the Service Provider or the Service Provider's Representative is to consult at all times and whose instructions, requests and decisions are, subject to clause 11.2, binding upon the State as to all matters pertaining to this Agreement.

11.2 The powers and functions of the Department under clauses 13.3, 14.3(b), 23.1, 24.2, 29.4, 29.5 and 29.6 must be carried out by the relevant Minister, the signatory to this Agreement for the Department or person acting in the equivalent position to the signatory or any person senior in line management.

11.3 The Service Provider appoints the Service Provider's Representative as the person with whom the Department or the Department's Representative is to consult at all times and whose decisions are binding upon the Service Provider as to all matters pertaining to this Agreement.

12. REVIEW AND CONSULTATION

12.1 The Service Provider must:

- (a) supply to the Department such documents and information with respect to the progress of the Services as it may from time to time require;
- (b) provide the Department such information reasonably required for supervising or reviewing the provision of the Services;
- (c) co-operate with the Department, its employees, subcontractors and agents in relation to the provision of the Services; and
- (d) co-operate with other persons authorised by the State to carry out work or assist in any way in connection with the Services.

12.2 Nothing in clause 12.1 limits the Service Provider's obligations under this Agreement.

13. PERSONAL SERVICES

13.1 If the Department and the Service Provider have agreed in writing (as set out in this Agreement or otherwise) that some or all of the Services are to be performed by a specified person or persons, then:

- (a) the Service Provider must ensure that the Services or that part of the Services is performed by the person or persons specified; and
- (b) the Service Provider may only remove or replace such persons with the consent of the Department which will not be unreasonably withheld.

13.2 The Department reserves the right to require the removal or replacement at any time on fourteen (14) days' notice without giving any reason, of any person working for or provided by the Service Provider who, in the reasonable opinion of the Department, does not perform in a satisfactory manner or is otherwise considered unacceptable. Such removal or replacement in accordance with this clause or any withholding of approval by the Department of the Service Provider's proposed replacement personnel must not limit the Service Provider's obligations under this Agreement.

13.3 If the Service Provider, pursuant to exercising its right under clause 13.1(b), is unable to provide replacement personnel reasonably acceptable to the Department within sufficient time to enable the Service Provider to complete the Services as provided for by this Agreement, then the Department may terminate the Agreement upon seven (7) days written notice whereupon clauses 24.3 and 24.4 will apply.

14. CONFLICT OF INTEREST

14.1 The Service Provider warrants that to the best of its knowledge and belief having made all diligent inquiries, no conflict of interest exists in relation to this Agreement or is likely to arise during the Term.

14.2 The Service Provider must promptly inform the Department of any matter connected with this Agreement that may give rise to an actual or potential conflict of interest at any time during the Term.

14.3 Should the Service Provider inform the Department of an actual or potential conflict of interest or the Department otherwise becomes aware of an actual or potential conflict of interest, the Department may:

- (a) by written notice to the Service Provider, seek the prompt removal of that conflict with the failure to do so constituting a breach of this Agreement; and/or
- (b) immediately terminate this Agreement by notice in writing, whereupon the provisions of clauses 24.3 and 24.4, will apply.

14.4 Information provided by the Service Provider under clause 14.2 will be treated as commercial-in-confidence by the Department.

15. CONFIDENTIALITY

- 15.1 The Service Provider must not communicate, publish or release or permit the communication, publication or release of any information, data or document acquired, collated or developed for or in connection with the Services except:
- (a) to the Department;
 - (b) for the purpose of or in connection with the performance of the Service Provider's obligations pursuant to the terms of this Agreement;
 - (c) to the Service Provider's lawyers or other professional advisers that are under a duty of confidentiality;
 - (d) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
 - (e) where the disclosure is required by Law.
- 15.2 The Service Provider must, if requested by the Department, procure from the persons employed or engaged by it to perform the Services a like undertaking of confidentiality to that contained in clause 15.1.
- 15.3 Where in the conduct of, or for the purposes of, the Services the Service Provider desires to engage the services of another party, not being an employee or agent of the Service Provider, and it is necessary for the purposes of that engagement to disclose information the subject of clause 15.1 to that other party, no such disclosure may be made unless:
- (a) that other party undertakes to the Department that it will maintain the confidentiality of the information in like terms to that required by clause 15.1; and
 - (b) the consent in writing of the Department is first obtained.
- 15.4 The Service Provider will be responsible for and must take all reasonable measures to ensure the security of the information referred to in clause 15.1 for so long as that information is or should properly be within its control, and in so doing must ensure that at all times it is protected from access, use or misuse, damage or destruction by any person not authorised by this Agreement to have access to that information.
- 15.5 On or before the expiry of the Term, the Service Provider if so directed by the Department must subject to clause 15.6:
- (a) deliver to the Department all information, documents and other material received from or through the Department;
 - (b) delete and render irrecoverable any form of electronic or other record and information or program and shred and dispose of all documents and materials whether original or copy that were created, collected or otherwise received in the course of this Agreement or pursuant to its terms and which contain:
 - (i) details relating to the formulation of government policy or otherwise in relation to the deliberative processes involved in the

functions of the Department or State Government agency or Minister;

- (ii) details regarding the personal affairs of any person;
- (iii) details regarding the commercial operations of the Department, State or other entity;
- (iv) information relating to litigation, a dispute or potential litigation or dispute;
- (v) information conveyed in confidence or which by its nature would reasonably be regarded as confidential; or
- (vi) any information that would be exempt from release (if in the possession of the Department) within the meaning of the *Freedom of Information Act 1982* (Vic).

15.6 The Service Provider may, for its own internal purposes, retain its internal working documents prepared in connection with the Services and a copy of the reports, advice and other deliverables provided to the Department in accordance with this Agreement, subject to maintaining the confidentiality obligations set out in this clause 15.

15.7 The Service Provider consents to the Department publishing or otherwise making available information in relation to the Service Provider (and the provision of Services):

15.7.1 as may be required to comply with the Contract Publishing System;

15.7.2 to other Victorian Public Entities or Ministers of the State regarding the use of the Services;

15.7.3 to any public sector agency (or the State, any other state or territory or the Commonwealth) for the purposes of benchmarking, provided that it will not identify the Service Provider;

15.7.4 to the office of the Auditor General appointed under section 94A of the *Constitution Act 1975* (Vic) or the ombudsman appointed under the *Ombudsman Act 1973* (Vic);

15.7.5 to comply with the Law, including the *Freedom of Information Act 1982* (Vic); or

15.7.6 to IBAC.

16. INTELLECTUAL PROPERTY AND MORAL RIGHTS

16.1 The Service Provider warrants to the Department that it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the provision of the Services. The Service Provider further warrants that it has the authority to sub-licence the Contract Intellectual Property, including any third party Intellectual Property Rights which may be used in connection with the provision of the Services.

16.2 Subject to clause 16.5, the ownership of any Contract Intellectual Property shall vest in the Service Provider upon the time of its creation. The Service

Provider hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide, perpetual, transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, publish, distribute and communicate any Contract Intellectual Property for any purpose of the State except commercial exploitation.

16.3 Subject to clause 16.4, the Service Provider hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide licence to use any Pre-Existing Intellectual Property to the extent that such Pre-Existing Intellectual Property forms part of or is integral to, any works or other item created by the Service Provider for the Department in connection with the provision of the Services under this Agreement or the creation of any Contract Intellectual Property.

16.4 The licence granted to the Department in clause 16.3 is limited to use of the relevant Pre-Existing Intellectual Property by the Department for the purposes of the State.

16.5 The ownership of Data, including any Intellectual Property Rights in the Data, shall vest in the Department upon the time of its creation. The Service Provider must only use the Data to the extent necessary to perform its obligations under this Agreement.

16.6 The Service Provider warrants that it will use its best endeavours to procure a written consent from all necessary authors to the Department exercising its rights in the Data, Pre-Existing Intellectual Property or Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those authors.

17. NEGATION OF EMPLOYMENT

17.1 The Service Provider is engaged as an independent contractor and nothing in this Agreement will be deemed to constitute the Service Provider as an agent or employee of the Department, and the Service Provider will not have any authority to incur and must not incur any obligation or make or purport to make any representation on behalf of the Department except with the express written instructions of the Department.

17.2 The Service Provider is responsible for all matters requisite as employer or otherwise in relation to any employees, contractors, subcontractors, agents and other third parties who are engaged by the Service Provider.

18. INDEMNITY AND RELEASE

18.1 The Service Provider releases and indemnifies, and will at all times keep the Department and each of its Personnel indemnified, against any liability, loss, damages, cost or expense (including legal and settlement costs determined on a full indemnity basis) incurred by the Department arising out of, or in any way connected with:

- (a) personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19);
- (b) any threatening behaviour experienced by the Service Provider's Personnel while carrying out the Services;

- (c) property damage;
- (d) the loss or corruption of Data; or
- (e) third party claims (including but not limited to in relation to exposure to or infection from OVID-19);

caused, contributed to or brought about by an act or omission of the Service Provider or any of its Personnel, including without limitation:

- (f) wilful misconduct;
- (g) a negligent or unlawful act or omission;
- (h) fraud;
- (i) a breach of Data security or physical security;
- (j) a breach of this Agreement;
- (k) a breach of an obligation of confidence or privacy (whether arising under this Agreement or otherwise); or
- (l) an infringement or alleged infringement of the Intellectual Property Rights or other rights of a third party.

18.2 The Service Provider's liability to indemnify the Department under clause 18.1 is reduced to the extent that any wilful, unlawful or negligent act or omission of the Department or its Personnel contributed to the liability, loss, damage, cost or expense.

19. RECORDS

19.1 The Service Provider must, for a period of seven (7) years after the Services have been completed:

- (a) institute and maintain proper books of account and operating records necessary to afford a correct record and explanation of all claims for payment made by the Service Provider under this Agreement and all expenditure by the Service Provider of moneys received by it from the Department under this Agreement; and
- (b) permit the Department's Representative or any person authorised by the Department access at all reasonable times to:
 - (i) all relevant operating records necessary to establish that all claims for payment made by the Service Provider and all moneys paid to the Service Provider under the terms of this Agreement are or have been properly accounted for; and
 - (ii) any documents produced in connection with the Services.

19.2 The Service Provider must cooperate with any person referred to in clause 19.1(b) to ensure an effective review and/or inspection can be conducted and must provide any information in the possession or control of the Service Provider reasonably sought by such person concerning the performance of the Services.

20. COMPLIANCE WITH LAWS AND POLICIES

- 20.1 The Service Provider must observe all Laws and such relevant State Government policies as may be notified by the Department to the Service Provider, including without limitation all laws affecting or applicable to the provision of the Services by the Service Provider and the "Local Jobs First Policy" (if applicable).
- 20.2 If the Service Provider is performing functions and duties on behalf of the Department, and the Service Provider or any of its employees, contractors, subcontractors or agents are based at the Department's premises, the Service Provider must (and must ensure that its Personnel), throughout the Term, observe the VPSC Code of Conduct and such other relevant State Government policies as may be notified by the Department to the Service Provider, and comply with any lawful directions of the Department or its Personnel.
- 20.3 The Service Provider acknowledges that the Department requires continuity in the provision of the Services throughout the Term. The Service Provider must maintain all reasonable business continuity management measures to ensure continuity of the Services. If requested by the Department, the Service Provider must demonstrate the measures implemented by the Service Provider to ensure continuity of the Services including promptly providing a copy of the Service Provider's business continuity plan, disaster recovery plan and any other relevant documents.

21. PRIVACY AND DATA PROTECTION

- 21.1 The Service Provider acknowledges and agrees that it will be bound by the Information Privacy Principles, Health Privacy Principles and/or any applicable code of practice as the Department may have approved under the *Privacy and Data Protection Act 2014 (Vic)* (together the **Privacy Obligations**) with respect to any act done or practice engaged in by the Service Provider for the purposes of this Agreement in the same way and to the same extent as the Department would have been bound by the Privacy Obligations in respect of that act or practice had it been directly done or engaged in by the Department.
- 21.2 The Service Provider agrees that it will keep confidential any Personal Information (as defined in the *Privacy and Data Protection Act 2014*) or Health Information (as defined in the *Health Records Act 2001*) that comes into its possession or the possession of its Personnel.
- 21.3 The Service Provider must, on request of the Department, procure that any or all of its Personnel complete a personal undertaking relating to confidentiality, in a form provided by the Department.
- 21.4 The Service Provider acknowledges and agrees that it will be bound by the Protective Data Security Standards and will not do any act or engage in any practice that contravenes a Protective Data Security Standard in respect of any Data collected, held, used, managed, disclosed or transferred by the Service Provider, on behalf of the Department, under or in connection with this Agreement.

22. SUPPLIER CODE OF CONDUCT

- 22.1 The Service Provider acknowledges that:

- (a) the Supplier Code of Conduct is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of its suppliers;
- (b) it has read and aspires to comply with the Supplier Code of Conduct; and
- (c) the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the Service Provider, whether under this Agreement or at Law.

23. TERMINATION FOR CONVENIENCE

23.1 The Department may at any time, upon giving seven (7) days' notice in writing to the Service Provider, terminate the Agreement or reduce the scope of Services to be provided under this Agreement.

23.2 If the Department has served a notice under clause 23.1:

- (a) the Service Provider must cease work according to the notice and must immediately do everything possible to mitigate any losses; and
- (b) the Department will only be liable to pay the Service Provider for:
 - (i) the Services carried out prior to the date of termination; and
 - (ii) an amount equal to the unavoidable and substantiated costs incurred by the Service Provider as a direct result of the termination and which the Department assesses as fair and reasonable to cover the reasonable actual costs incurred or committed by the Service Provider (as a binding legal contractual commitment) prior to the date of the notice to terminate,

provided always that the Service Provider will not be entitled to any other compensation whatsoever in respect of the termination of this Agreement, including for loss of prospective profits or income foregone whether with respect to the Services under this Agreement or otherwise.

23.3 The total of all moneys payable by the Department to the Service Provider (pursuant to clause 23.2 or otherwise in connection with this Agreement or the Services) must not exceed the full Fees that would have applied to the Services as provided in Schedule 3 (Payment Terms).

23.4 If the Department has served a notice pursuant to clause 23.1, the Service Provider must, on demand by the Department, repay to the Department such monies advanced or paid to the Service Provider in respect of which at the date of such notice, the Service Provider has not yet performed the Services.

23.5 On termination of this Agreement the Service Provider must within seven (7) days after receipt of a request by the Department, deliver to the Department all the documents and other material produced by the Service Provider in connection with the Agreement subject to the Service Provider's right to retain working papers as set out in clause 15.6.

24. TERMINATION FOR BREACH

- 24.1 If the Service Provider commits a breach of this Agreement, whether by failing to perform any part of the Services, failing to comply with any requirement or condition of this Agreement or otherwise, the Department must, before exercising any rights the Department may have under this Agreement or otherwise in respect of such a breach, give written notice to the Service Provider specifying the breach and directing its rectification in the period specified in the notice, not being a period less than fourteen (14) days from the date of service of the notice.
- 24.2 The Department may immediately terminate this Agreement or any part of it by notice in writing to the Service Provider if the Service Provider or any of its Personnel involved in the provision of the Services:
- (a) fails to rectify the breach within the period specified in the notice issued under clause 24.1; or
 - (b) commits a material breach of this Agreement and in the reasonable opinion of the Department such breach cannot be remedied; or
 - (c) commits fraud, is dishonest or engages in any other serious misconduct; or
 - (d) commits any act or does anything that may be prejudicial or otherwise detrimental to the reputation of the State; or
 - (e) being a partnership, company or other composite body undergoes a change in its structure which, in the reasonable opinion of the Department, limits the capacity of the Service Provider to provide Services or precludes the Service Provider from carrying out its obligations and duties under this Agreement; or
 - (f) goes into liquidation or a receiver and manager or mortgagee's or chargee's agent is appointed or becomes subject to any form of insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors.
- 24.3 Any termination by the Department of the Agreement pursuant to clauses 13.3, 14.3(b) or 24.2 is without prejudice to any other right of the Department, and without liability to pay damages, compensation or any other termination payment other than money properly due to the Service Provider for work performed or Services provided under the Agreement before the termination. In the event of termination under any of those clauses:
- (a) the Service Provider must repay moneys in accordance with clause 23.4 and return documentation and materials in accordance with clauses 23.5 and 15.5; and
 - (b) the Department may withhold payment of Fees that may be payable to the Service Provider pending completion of the Services by some other contractor or persons.
- 24.4 Should the Department incur an additional expense as a result of any breach of this Agreement by the Service Provider, including any expense involved in

performing or completing the Services either by the Department or any other party, the amount of such additional expense, together with any other loss sustained by the Department will be a debt due from the Service Provider to the Department and, without prejudice to any other right of the Department, may be deducted from any Fees outstanding to the Service Provider.

24.5 If the Department fails to pay any Overdue Amount as defined in clause 5.6 of this Agreement, the Service Provider may:

- (a) issue a demand to the Department clearly stating that the amount has been overdue for a period for at least 30 days; and
- (b) if the amount due has not been paid within 14 days of service of the Service Provider's demand, terminate this Agreement on 30 days' written notice to the Department.

24.6 In the event of termination under clause 24.5, the Service Provider must repay moneys in accordance with clause 23.4 and return documentation and materials in accordance with clauses 23.5 and 15.5 of this Agreement.

25. DISPUTE

25.1 If either the Department or the Service Provider considers that there is a dispute or difference arising out of or relating to this Agreement (**Dispute**) the parties may adopt the procedure set out in this clause to resolve the Dispute. Notwithstanding the provisions in this clause, if the Services have not yet been completed, the Service Provider must at all times proceed to complete the Services and perform its obligations without delay.

25.2 If the parties agree to adopt the procedures set out in this clause, either party within twenty-eight (28) days of the Dispute arising must send a notice to the other party specifying the detailed particulars of the matters in Dispute and its proposal for their resolution (**Dispute Notice**).

25.3 The Department's Representative (or other person authorised by the Department) and the Service Provider (or its Representative) must meet personally within two (2) working days (or other such period as agreed) after service of the Dispute Notice to attempt to resolve the Dispute on a basis consistent with a wish to retain a long term relationship between the parties.

25.4 If the parties are unable to resolve the Dispute within three (3) working days of the meeting referred to in clause 25.3 (or such longer period as may be agreed) the Dispute may, by agreement of the parties, be referred to mediation.

25.5 If the parties have agreed to mediation but are unable to agree on the appointment of a mediator (**Mediator**), the Mediator must be appointed by the President of the Law Institute of Victoria.

25.6 The Mediator must act as a mediator and not as arbitrator.

25.7 Unless otherwise agreed by the parties, the place of resolution of the Dispute will be in Melbourne.

25.8 The parties must, unless they agree otherwise, each bear their own costs and must contribute equally to the Mediator's costs.

25.9 Neither party may oppose an application for urgent interlocutory relief pending the resolution of a Dispute under this clause 25.

26. SUBCONTRACTORS

26.1 The Service Provider must not engage subcontractors to conduct the whole or any part of the Services without the prior written approval of the Department.

26.2 If the Department has given written approval and the Service Provider subcontracts the performance of any part of the Services, the Service Provider remains fully responsible for:

- (a) all acts and omissions of its subcontractors as if they were the acts or omissions of the Service Provider; and
- (b) carrying out the Services and complying with all obligations under this Agreement.

27. INSURANCE

27.1 The Service Provider must effect and maintain each of the Required Insurances as set out in Schedule 1 (Agreement Details). The Required Insurances must be with a reputable insurer.

27.2 If the Required Insurances includes:

- (a) *professional indemnity insurance*, the Service Provider must maintain the insurance from the date on which it commences the Services until seven (7) years after the Services have been completed or other period as may be accepted by the Department in writing; or
- (b) *public liability insurance*, the Service Provider must maintain the insurance for the duration of the period in which the Services are provided.

27.3 Upon request by the Department from time to time, the Service Provider must provide proof, by way of certificates of currency or other form as may be agreed by the Department, that the Required Insurances have been effected and maintained.

28. NOTICES

28.1 Any notice required by or permitted under this Agreement will be deemed to be duly served if delivered to:

- (a) the Department at its address for service as set out in Schedule 1 (Agreement Details) or such other address as is notified in writing by the Department.
- (b) the Service Provider at its address for service as set out in Schedule 1 (Agreement Details) or such other address as is notified in writing by the Service Provider to the Department.

28.2 Notices may be delivered by hand, by prepaid mail, or by facsimile or electronic mail and will be deemed to be duly served:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by post, two business days after the date on which it was posted;
- (c) if sent by facsimile transmission, on receipt by the sender of a transmission report from the despatching machine showing the date of transmission, the relevant number of pages, the correct telephone number of the destination facsimile machine and the result of the transmission as satisfactory; and
- (d) if sent by email, if the message is correctly addressed and successfully transmitted to that Party's email address, at the time that the sender's computer records that transmission was successful.

29. GENERAL

- 29.1 **(Applicable Laws)** Nothing in this Agreement is intended to affect or restrict in any way, the rights and obligations of parties under any applicable Laws which the parties are not permitted to contract out of, including the *Professional Standards Act 2003 (Vic)* and the *Building and Construction Industry Security of Payment Act 2002 (Vic)*.
- 29.2 **(Entire Agreement)** This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. If Annexure B (Service Provider's Proposal) contains terms and conditions that are not a description of the Services or how the Services will be carried out, such terms and conditions will not form part of this Agreement.
- 29.3 **(Severance)** Each provision of this Agreement (and each part thereof) will, unless the context requires otherwise, be read and construed as a separate or severable provision so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part thereof, will be severed and the remainder will be read and construed as if the severable provision or part thereof, had never existed.
- 29.4 **(Waiver)** A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 29.5 **(Variation)** No agreement or understanding varying or extending this Agreement including the Fees will be legally binding upon either party unless in writing signed by both parties.
- 29.6 **(Assignment)**
- (a) Subject to clause 29.6(b), the Service Provider must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of the Department.
 - (b) The Department may, by notice in writing to the Service Provider, assign its rights, transfer its obligations or novate the Agreement to any Victorian Public Entity in the event of any State government restructure or other re-organisation or change in policy.

- 29.7 **(Retrospectivity)** The parties agree that this Agreement will apply to any services in connection with the Services carried out by the Service Provider prior to the execution of this Agreement, as if those services had been carried out under this Agreement.
- 29.8 **(Timely performance)** Time is of the essence in relation to the provision of Services under this Agreement.
- 29.9 **(Counterparts)** This Agreement including any variations may be executed in counterparts. All counterparts together constitute one instrument.
- 29.10 **(Governing Law & Jurisdiction)** This Agreement will be governed by the laws of the State of Victoria and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.
- 29.11 **(Survival)** Each of clauses 1, 15, 16, 17, 18, 19, 21.1, 23.5, 24.3, 24.4, 27.2 and 29 survive the termination or expiry of this Agreement.

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DJPR RESERVES ITS RIGHTS TO PII, LPP AND/OR PRIVACY CLAIMS

Purchase Order Contract

Purchase Order Contract for the Provision of Security Services

State of Victoria

Wilson Security Pty Ltd

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This Agreement is made on

Parties

State of Victoria through the Department of Jobs, Precincts and Regions of 1 Spring Street, Melbourne, Victoria 3000 (**Purchaser**)

And

Wilson Security Pty Ltd [ABN 90 127 406 295] of Level 3, 235 George Terrace, Perth WA 6000 (**Service Provider**)

Background

- A. The **Service Provider** is a Panel member of the State Purchase Contract for the Provision of **Security Services (SPC Agreement)**.
- B. The **Purchaser** wishes to engage the **Service Provider** to provide **Security Services** on and subject to the terms of this POC.
- C. This POC is formed in accordance with the **SPC Agreement**.
- D. The **Parties** acknowledge that it is their common intention to work together throughout the **Term** to continuously seek improvement in value, efficiency and productivity in connection with the supply of **Security Services** under this POC to the mutual benefit of both **Parties**.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

Unless expressed to the contrary, in this Purchase Order Contract:

SPC Agreement means the agreement entitled "State Purchase Contract: Agreement for the Provision of Security Services" entered between the Lead Department and the **Service Provider**.

Approved Subcontractor means a Subcontractor engaged to perform some or all of the **Service Provider's** obligations in accordance with this POC, who or which has been approved in accordance with the approval and notification mechanism set out in clause 6 of this POC and clause 5 of the **SPC Agreement**.

Bank Guarantee means an irrevocable, enforceable guarantee that the **Service Provider** is required to obtain from a financier approved by the **Purchaser** in the form set out in clause 13.

Base Service Level Requirements are defined in clause 3.4(a).

Business Day means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

Business Hours means 8.00am to 6.00pm local time on a Business Day, and a 'Business Hour' means the period of an hour within the hours of 8.00am to 6.00pm local time on a Business Day.

Code of Practice means a code of practice as defined in, and approved under, the PDP Act.

Commencement Date means the date specified as such in Error! Reference source not found. of Schedule 1.

Commissioner means the Victorian Commissioner for Privacy and Data Protection appointed under section 96 of the PDP Act.

Confidential Information means Remuneration Information and any technical, scientific, commercial, financial or other information of, about or in any way related to, the Lead Department or a Purchaser, including any information designated by the Lead Department or a Purchaser as confidential, which is disclosed, made available, communicated or delivered to the Service Provider, but excludes information which:

- (a) is in or which subsequently enters the public domain, other than as a result of a breach of an obligation of confidentiality;
- (b) the Service Provider can demonstrate was in its possession prior to the date of the SPC Agreement;
- (c) the Service Provider can demonstrate was developed by it independently of any disclosures previously made by the Lead Department or a Purchaser; or
- (d) is lawfully obtained by the Service Provider on a non-confidential basis from a person who is not bound by a confidentiality agreement with the Lead Department or a Purchaser or otherwise prohibited from disclosing the information to the Service Provider.

Contract Documents means the documents listed in clause 1.4(1).

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Service Provider in the course of providing the Services, except any Intellectual Property Rights in Data.

Control means, in relation to the Service Provider, the ability of any person to, directly or indirectly, exercise effective control over the Service Provider (including the ability to determine the outcome of decisions about the financial operating and other policies of the Service Provider by virtue of the holding of voting shares, units or other interest in the Service Provider, by any other means.

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

Data means all data, information, and other Materials in any format whatsoever:

- (a) relating to the Lead Department, which is provided to the Service Provider by or on behalf of the Lead Department; and
- (b) created, generated, stored, processed, retrieved, printed or produced by or on behalf of the Service Provider (or any of Its Personnel):
 - (i) utilising data, information or Materials referred to in paragraph Error! Reference source not found.; or
 - (ii) otherwise in the course of fulfilling its obligations under this POC or providing Services to Purchasers, including documentation, transition and disengagement plans, manuals, minutes, notes, listings, research material,

references, reports, programs, objects, rules, specifications, standards, flow charts, design drawings, review documents and data models.

Direction includes an agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Disengagement means the transfer of responsibility for the supply of the Security Services (or particular Security Services) from the Service Provider to the Purchaser (or a third party appointed by that Purchaser) by providing the Disengagement Assistance.

Disengagement Assistance means the provision of assistance by the Service Provider (in addition to the continued supply of Security Services) in accordance with Clause 20.2.

Disengagement Period means the period during which the Service Provider must provide Disengagement Assistance to the Purchaser, as determined in accordance with clause 20.3.

Disengagement Plan means a plan for Disengagement produced by the Service Provider in accordance with clause 20.3 and Schedule 13.

Dispute has the meaning given to that term in clause 25.

Enhancement of any Material means a customisation, modification, enhancement or derivative work of that Material.

Expiry Date means the date set out in Item 1 of Schedule 1.

Extension Period means the period or periods specified in Item 1 of Schedule 1.

General Specifications means those specifications set out in Part 2 of 0.

Health Privacy Principles means the Health Privacy Principles set out in the *Health Records Act 2001* (Vic).

Incumbent Service Provider means a person engaged to provide Legacy Services to the Purchaser up until the Commencement Date.

Information Privacy Principles means the information privacy principles set out in the PDP Act.

Initial Term means the period commencing on the Commencement Date and ending on the Expiry Date.

Insolvency Event means, in relation to the Service Provider, any of the following:

- (a) anything that reasonably indicates that there is a significant risk that the Service Provider is or will become unable to pay debts as they fall due, including:
- (i) execution or distress being levied against any income or assets of the Service Provider;
 - (ii) a meeting of the Service Provider's creditors being called or held;
 - (iii) a security becoming enforceable or being enforced in relation to any of the Service Provider's assets or undertakings;
 - (iv) a step being taken to make the Service Provider bankrupt or to wind the Service Provider up;
 - (v) the appointment to the Service Provider of a controller or administrator, as defined in section 9 of the Corporations Act;

- (vi) the Service Provider entering into any type of agreement, composition or arrangement with, or assignment for the benefit of, all or any class of its creditors; or
- (vii) the Service Provider being made subject to a deed of company arrangement;
- (b) a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the Service Provider or any of its assets; or
- (c) the Service Provider ceasing, or indicating that it is about to cease, carrying on a business.

Intellectual Property Rights includes all intellectual property rights at any time recognised by law, including 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.

IPR Claim has the meaning given to that term in clause 15.1(c).

Laws means:

- (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State of Victoria or local or other government in force in the State of Victoria, irrespective of where enacted; and
- (b) lawful requirements of any government or government department or other body or a governmental, semi-governmental, judicial, municipal, statutory or public entity or authority (including a statutory authority or a State-owned enterprise), a self-regulatory authority established under statute or a stock exchange (wherever created or located) or a person (whether autonomous or not) who is charged with the administration of the law.

Lead Department means the Department of Treasury and Finance on behalf of the State of Victoria.

Legacy Service means a service that is the same, or substantially the same, as one of the Security Services, and/or which will be replaced by Security Services in one of the Service Categories, which, as at the Commencement Date is being supplied to one or more Purchasers under contracts formed prior to the Commencement Date.

Material includes anything in which Intellectual Property Rights can exist.

Model Litigant Guidelines means the guidelines regarding the conduct of litigation by the State, its departments and agencies, as updated from time to time.

Moral Rights means moral rights under or in connection with the *Copyright Act 1968* (Cth).

New Security Service means:

- (a) a Security Service in a Service Category in respect of which the Service Provider is not appointed to the Panel; or
- (b) a service:
 - (i) that is materially different from any of the Security Services being offered and/or supplied under this POC; and
 - (ii) for which there are no agreed Rates and Fees.

No Less Favourable Mechanism means the terms and conditions set out in Schedule 8.

Notice of Intent means a notice issued by the Service Provider to the Purchaser prior to the engagement of any subcontractor, seeking the Purchaser's written approval as required under clause 6 this POC.

Panel means the panel of service providers appointed by the Lead Department to deliver Security Services in one or more of the Security Categories.

PDP Act means the *Privacy and Data Protection Act 2014* (Vic).

Personal Information has the meaning given to that term in the PDP Act and includes, for the purposes of this POC, health information, as that term is defined in the *Health Records Act 2001* (Vic).

Personnel means any employee, officer, director, principal, partner, or equivalent positions of the Service Provider or any Subcontractor.

POC means this Purchase Order Contract.

POC Contract Manager means the person appointed to that position in accordance with clause 5.1(a).

POC Relationship Manager means the person nominated by the Service Provider pursuant to clause 5.1(b) including their replacements.

Policies means the policies specified in Schedule 9.

Pre-Existing Intellectual Property of a party, means all Materials:

- (1) owned by or licensed to that party as at the Commencement Date; and/or
- (2) developed by or on behalf of a party independently of this POC, together with all Enhancements to those Materials created by that party in the course of fulfilling obligations, or exercising rights or remedies, under this POC.

Price Schedule means the schedule of prices set out in Part 1 of Schedule 2.

Protective Data Security Standard means any standard issued under Part 4 of the PDP Act.

Purchaser KPIs means the key performance indicators set out in Part 1 of Schedule 6.

Rates and Fees means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Service Provider for the provision of specified Security Services, and the fees payable (fixed or otherwise) to the Service Provider for the provision of specified Security Services, determined in accordance with Schedule 2.

Related Company means a 'related body corporate' as defined in the Corporations Act.

Remuneration Information is defined in Schedule 8

Request for Security Services means a request issued by the Purchaser to the Service Provider under the framework established by clause 6 of the SPC Agreement which details the Security Services required by the Purchaser.

Request for Tender means the request for tender issued by the Lead Department for the provision of Security Services and any subsequent requests for tender the Lead Department may issue in respect of Security Services.

Security Services means the Security Services in the applicable Service Categories as set out in the Statement of Services in Schedule 3 that the Service Provider is required to deliver under this POC.

Security Services Proposal has the meaning given to that term in clause 6.2 of the SPC Agreement.

Security Staff means Personnel supplied or deployed by the Service Provider to perform (directly or indirectly) Security Services for the Purchaser.

Security Staff Register is defined in clause 9.1(h).

Service Categories means the categories of Security Services as set out in the Statement of Services in Schedule 3.

Service Levels has the meaning given by clause 3.3.

Service Level Requirements means the Base Service Level Requirements any additional service level requirements set out in Part 1 of Schedule 5.

Service Rebate means the amount by which the Rates and Fees paid by the Purchaser will be reduced for failure by the Service Provider to meet a Service Level Requirement in accordance with clause 3.14.

Sites means the sites owned or controlled by the relevant Purchaser which are listed in this POC.

Specifications means the General Specifications and the Technical Specifications which the Service Provider must comply with in delivering the Security Services under this POC.

Staff Costs means Pay as You Go tax, withholding tax, superannuation contributions or charge amounts, fringe benefits tax, workers' compensation insurance premiums, payroll tax and any like taxes and charges arising out of or in relation to this POC, or any engagement arising under this POC (together with all interest or penalties payable by reference to those costs).

Subcontract means a contract under which a Subcontractor is engaged or contracted.

Subcontractor means any third party (whether an individual or an incorporated or unincorporated entity) that is engaged or contracted, whether by the Service Provider or by a third party, to supply goods or services to the Service Provider or third party, in order for the Service Provider to meet its obligations under this POC, and includes any Related Company of the Service Provider that supplies, or will supply, goods or services to the Service Provider in order for the Service Provider to meet its obligations under this POC.

Supplier Code of Conduct means the Supplier Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time) as set out in Schedule 12.

Statement of Services means the statement set out in Schedule 3 listing the Security Categories and their respective Security Services.

Tax invoice has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Technical Specifications means those technical specifications applicable to the Security Services provided under this POC which appear in 0.

Tender Documentation means the Request for Tender and the documentation submitted by the Service Provider in response to the Request for Tender in the form finally accepted by the Lead Department.

Term means the duration of this POC, which is specified in accordance with clause 2.

Transition means in relation to the supply of one or more Security Services under this POC, the progressive implementation by the Service Provider of the supply of the Security Services in place of either:

- (a) Legacy Services supplied by that Service Provider; or
- (b) services supplied by an Incumbent Service Provider,
- (c) in accordance with the Transition Plan.

Transition Plan, in respect of Security Services to be provided to the Purchaser, means a plan to effect Transition developed and approved under clause 3.11.

Victorian Public Sector Commission (VPSC) Code of Conduct means, for the Service Provider and each of its Personnel, the Code of Conduct for Public Sector Employees 2015, issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) (as amended or replaced from time to time), unless the Security Services are Security Services of a kind usually provided by the directors of Victorian public entities or the Lead Department is a special body, in which case it means either the Code of Conduct for Directors of Victorian Public Entities 2016 or the Code of Conduct for Victorian Public Sector Employees of Special Bodies 2015 (each issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) and as amended from time to time).

VIPP means the Victorian Industry Participation Policy (as amended from time to time), available at the website of the Department of Economic Development, Jobs, Transport and Resources (or its applicable successor).

Wilful Default means:

- (a) an intentional breach; or
 - (b) the reckless disregard,
- by a party of any of its obligations under this POC.

1.2 Interpretation

Unless expressed to the contrary, in this POC:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, permitted assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) references to months are references to calendar months;
 - (vi) "\$", "dollars" or "AUD" is a reference to the lawful currency of the Commonwealth of Australia;
 - (vii) the Lead Department is a reference to the Crown in right of the State of Victoria;
 - (viii) a reference to a "Department" in the Specifications is a reference to the Purchaser under this POC; and
- (g) if the date on or by which any act must be done under this POC is not a Business Day, the act must be done on or by the next Business Day;
 - (h) the obligations of the Service Provider, if more than one person, under this POC are joint and several and each person constituting the Service Provider acknowledges and agrees that it will be causally responsible for the acts and omissions, including breaches of this POC, of the other as if those acts or omissions were its own; and
 - (i) the rights of the Service Provider, if more than one person, under this POC, jointly benefit each person constituting the Service Provider (and not severally or jointly and severally).

1.3 Headings

Headings do not affect the interpretation of this POC.

1.4 Precedence of Documents

- (a) The documents comprising this POC must be read in the following order of precedence:
 - (i) Schedule 14 (Special Conditions)
 - (ii) the terms and conditions of this POC;
 - (iii) the terms of the Security Services Proposal provided in response to the Request for Security Services; and
 - (iv) the terms of the Request for Security Services submitted by the Purchaser;
 - (v) Technical Specifications;
 - (vi) General Specifications;
 - (vii) Schedule 2 (Rates and Fees);
 - (viii) the remaining Schedules to this POC.

(Contract Documents).
- (b) Where any inconsistency or conflict occurs between the provisions of any two or more Contract Documents, the inconsistency or conflict is to be resolved in accordance with the above precedence of documents.
- (c) The parties acknowledge that the General Specifications are intended to prescribe minimum standards and requirements for the delivery of the respective Security Services, and that the Technical Specifications specify standards and requirements, applicable to the delivery of Security Services to the Purchaser, which may add to,

amend or replace the standards and requirements in the General Specifications.
For the avoidance of doubt:

- (i) unless a standard or requirement relating to a given Security Service specified in the Technical Specifications is expressed to apply to the exclusion of, or replace completely, a standard or requirement in the General Specifications, then the applicable standards and requirements for that Security Service will be a combination of the standards and requirements for that Security Service in both the Technical Specifications and General Specifications;
- (ii) where the Technical Specification prescribes that a particular standard or requirement in the General Specification, applicable to a Security Service, is amended in a particular manner, then the General Specification for that Security Service will be construed as if it was amended in the manner specified in the Technical Specification;
- (iii) where, as a result of applying the construction principle in paragraph (i) above, a standard or requirement in the Technical Specification conflicts, or is inconsistent, with a standard or requirement in the General Specification, then the standard or requirement in the Technical Specification prevails to the extent of the conflict or inconsistency; and
- (iv) if the Technical Specification is silent in relation to a particular standard or requirement applicable to a Security Service, then the applicable standards and requirements for that Security Service will be those specified in the General Specification.

1.5 Entire understanding

- (a) The Contract Documents contain the entire understanding between the Parties as to the subject matter of this POC.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this POC are merged in and superseded by this POC and are of no effect.
- (c) Terms and conditions imposed by the Service Provider with respect to the supply of Security Services are not incorporated into this POC in any respect. Despite the previous sentence, should any Service Provider terms and conditions be incorporated into any part of this POC, those terms and conditions will not be binding on the parties, nor will they have any legal effect.
- (d) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this POC; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the Parties.

1.6 Schedule 14 Special Conditions

- (1) Any Special Conditions provided in Schedule 14 alter the terms of this Agreement.

2. Term of the POC

2.1 Initial Term

- (a) Subject to clause 2.1(b), this POC:

- (i) commences on the Commencement Date; and
- (ii) subject to the rights under this POC to terminate this POC, continues for:
 - (A) the Initial Term; and then
 - (B) subject to clause 2.2, the Extension Period,
 until the end of the Disengagement Period.
- (b) If the SPC Agreement terminates or expires prior to the expiration or termination of this POC in accordance with clause 2.1, this POC will expire automatically 12 months after the date on which the SPC Agreement terminates or expires.

2.2 Extension

- (a) Subject to clause 2.2(c), the Purchaser may elect, by notice in writing to the Service Provider, to extend the Term of this POC for the Extension Period(s).
- (b) Any such further term or terms will be on the same terms and conditions as this POC (excluding, in respect of the final further period, this clause 2.2).
- (c) The duration of this POC may not continue more than 12 months beyond the expiry or termination of the SPC Agreement. Any extension of this POC under this clause 2.2 made prior to the expiry or termination of the SPC Agreement, which extends the duration of this POC to a date that is more than 12 months after the date of expiry or termination of the SPC Agreement, such extension will be deemed an extension only to the date that is 12 months beyond the expiry or termination of the SPC Agreement. Once the SPC Agreement expires or is terminated (for any reason), irrespective of the length of the Extension Period, a Purchaser may only elect to extend the duration of this POC only up to the date that is 12 months beyond the expiry or termination of the SPC Agreement.

2.3 Duration of Disengagement Period

- (a) For the purposes of this POC, the Disengagement Period commences on the earlier to occur of the following:
 - (i) the date on which termination of this POC under clause **Error! Reference source not found.**19 takes effect;
 - (ii) if the SPC Agreement expires or is terminated, 6 months after the date of such expiry or termination;
 - (iii) if the Purchaser does not elect to extend the duration of this POC under clause 2.2, one month prior to the expiry of the Initial Term; or
 - (iv) if the Purchaser elects to extend the duration of this POC under clause 2.2, and:
 - (A) if it is able to extend such duration only once, and exercises such right to extend, one month prior to the expiry of the Extension Period; or
 - (B) if it is able to extend such duration more than once, and does not exercise a particular right to extend, one month prior to the expiry of the then-current Extension Period.
- (b) The Disengagement Period ends 6 months after the commencement of Disengagement, unless the Purchaser notifies the Service Provider in writing that the Purchaser wishes to:

- (i) extend the Disengagement Period in accordance with clause 20.6, in which case the Disengagement Period will be extended in accordance with that clause; or
- (ii) end the Disengagement Assistance earlier, in which case the Disengagement Period will end on the date specified in that notice.

3. Performance of Security Services

3.1 New Security Services

- (a) This clause applies to any New Security Services:
 - (i) in respect of which the Service Provider is appointed to the Panel; and/or
 - (ii) which are added to Schedule 2 of the SPC Agreement, under clause 7.2 of the SPC Agreement.
- (b) During the Term, the Purchaser may make a written request to the Service Provider to expand the scope of the Security Services to be performed by the Service Provider under this POC to include particular New Security Services. The written request must be in the form of a 'Request' under clause 6.1 of the SPC Agreement.
- (c) If the Service Provider receives a Request for any New Security Services under clause 3.1(b), the Purchaser must provide the Service Provider with a written proposal in the form of a 'Security Service Proposal' in accordance with clause 6.2 of the SPC Agreement in respect of those New Security Services and (if required) a document detailing any proposed amendments to this POC.
- (d) The Service Provider undertakes that in determining the Rates and Fees for any New Security Services, it will have regard to the obligations contained in clause 8.1 and, to the extent that it is reasonably possible to do so, will calculate the Rates and Fees for any New Security Services using the same, or substantially the same, methodology as that on which the Rates and Fees for the current Security Services was calculated.
- (e) Should the Purchaser accept:
 - (i) the proposal issued by the Service Provider under clause 3.1(c) and any amendments to this POC proposed by the Service Provider, this POC will be amended to reflect the addition of the relevant New Services and changes to Schedule 2, the Price Schedule and other matters specified in the proposal; and
 - (ii) the Service Provider must promptly provide to the Purchaser an updated version of Schedule 2 containing a list of all Security Services and Security Service Categories, including their respective Rates and Fees.
- (f) If the Purchaser does not accept (or rejects) the proposal issued by the Service Provider under clause 3.1(c) or any amendments to this POC proposed by the Service Provider, this POC will remain unamended and enforceable in accordance with its then-current terms.
- (g) For the avoidance of doubt, the Purchaser may request particular New Security Services from another service provider on the Panel, as part of a competitive process, provided that such other service provider is appointed to the Panel in respect of those New Security Services.

3.2 Removal of Services

- (a) The Service Provider acknowledges that the Purchaser will, on an ongoing basis, monitor the performance of the Service Provider and security services market to ensure the scope and the nature of the Security Services provided by the Service Provider continues to meet the Purchaser's requirements.
- (b) Without limitation to any other term of the SPC Agreement and this POC, the Purchaser may, in its absolute discretion, periodically review the Security Services provided under this POC and may, at any time after the Commencement Date, notify the Service Provider that it requires specific Security Services to be removed and/or reduced .
- (c) Following the Purchaser's notification of the removal of Security Services to the Service Provider, the Service Provider must promptly provide to the Purchaser an updated version of Schedule 2 to reflect the change to Rates and Fees as a result of the removal and/or reduction in the Security Service. Should the Purchaser agree to the updated version of Schedule 2 provided by the Service Provider under this clause 3.2(c), the updated Schedule 2 will be deemed to form part of this POC from the date of agreement.
- (d) The Service Provider will not be entitled to any compensation or payment arising from the exercise by the Purchaser of its rights under this clause 3.2.

3.3 Service Standards

- (a) Without limitation to any other provision in this POC, the Service Provider must provide the Security Services to a standard that complies with:
 - (i) the General Specifications and any Technical Specifications contained in 0;
 - (ii) the Service Level Requirements;
 - (iii) the Lead Department KPIs contained in the SPC Agreement; and
 - (iv) any Purchaser KPIs set out in Schedule 6, (Service Levels).

3.4 Service Level Requirements

- (a) In providing the Security Services and discharging its obligations under this POC, the Service Provider must ensure that its standards of performance meet or otherwise exceed the following base service level requirements:
 - (i) provide the Security Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected of a prudent expert and experienced provider of services that are similar to the subject Security Services;
 - (ii) ensure the highest quality of work and the delivery of Security Services with the utmost efficiency;
 - (iii) act in good faith and in the best interests of the Purchaser;
 - (iv) comply with all statements or representations as to its performance or the provision of the Security Services set out in any documents provided to the Purchaser in the process of entering into this POC;

- (v) keep the Purchaser informed of all matters of which it ought reasonably be made aware and provide such information in relation to the provision of Security Services as may reasonably be required by the Purchaser;
- (vi) comply with all reasonable directions of, and have regard to such requirements, as may be conveyed to It by the POC Contract Manager, Purchaser or an authorised representative of the Purchaser with respect to the Security Services required;
- (vii) carry out its obligations and duties and complete the provision of the Security Services to the reasonable satisfaction of, and in accordance with, the requirements of the Purchaser; and
- (viii) perform the Security Services in line with the strategic intent and fundamental principles of the SPC Agreement,

(Base Service Level Requirements).

- (b) Without limiting the Base Service Level Requirements, in providing the Security Services, the Service Provider must further ensure that its standards of performance comply with the additional service level requirements (if any) specified by the Purchaser in Schedule 5 of this POC. The service level requirements in Schedule 5 of this POC are, unless otherwise specified, to be construed to give effect to the Base Service Level Requirements.
- (c) Performance against the Service Level Requirements must be tracked, monitored and reported on by the Service Provider to the Purchaser by the measurement periods and categories set out in Part 2 of Schedule 5.
- (d) The Parties acknowledge and agree that the purpose of the Service Level Requirements is to ensure performance by the Service Provider meets or otherwise exceeds the minimum level specified, with the aim of continuous improvement in meeting the identified Service Level Requirements (including measurable improvements in value, efficiency and productivity year on year) and Purchaser KPIs, thereby increasing the benefits to the Parties during the Term.
- (e) The Purchaser may, from time to time and in its discretion (but at all times acting reasonably), amend, add to or delete any of the measurements and tolerances in the Service Level Requirements specified in Schedule 5 by giving the Service Provider not less than 30 days prior written notice of such amendment, addition or deletion. For the avoidance of doubt, this provision does not apply to the Base Service Level Requirements.

3.5 Purchaser KPIs

- (a) Without limiting its obligations under this POC, the Service Provider must comply with the Purchaser KPIs as set out in Part 1 of Schedule 6.
- (b) The Service Provider must track, monitor and report its Performance against the Purchaser's KPIs to the Purchaser in accordance with clause 4.1 and the measurement periods and categories set out in the Technical Specifications.
- (c) The Parties acknowledge and agree that they will cooperate with any request for reporting on the Purchaser's KPIs by the Lead Department pursuant to the SPC Agreement and will report truthfully and in good faith.
- (d) The Parties acknowledge and agree any Purchaser KPI is a Service Level and that the purpose of any Purchaser KPI, is to ensure a minimum level of performance by the Service Provider, with the aim of striving for continuous improvement in

meeting the identified Purchaser KPIs (including measurable improvements in value, efficiency and productivity year on year), thereby increasing the benefits to the Purchaser or both the Purchaser and the Service Provider during the Term.

- (e) The Purchaser may from time to time and in its discretion (but at all times acting reasonably), amend, add to or delete any of the measures and tolerances in the Purchaser KPIs by giving the Service Provider not less than 30 days prior written notice of such amendment, addition or deletion.

3.6 Amendment to Purchaser KPIs and or Service Level Requirements

- (a) If the Purchaser makes a material amendment, addition or deletion to the measures and tolerances applicable to either:
- (i) the core operational Service Level Requirements in accordance with clause 3.4(e); or
 - (ii) the core operational Purchaser KPIs in accordance with clause 3.5(e),
- the Service Provider may request a review of the Rates and Fees applicable to the provision of the Security Services.
- (b) Any review pursuant to clause 3.6 will be negotiated by the Purchaser and the Service Provider in good faith. Following the review, and subject to clause 3.6(c), the Rates and Fees applicable to the provision of the Security Services will, in the case of an increase, only be increased to the extent that the Service Provider demonstrates, to the reasonable satisfaction of the Purchaser (having regard to the then applicable Rates and Fees), that the amendment, addition or deletion to the Service Level Requirements results in an increase to the cost to the Service Provider of providing the Security Services.
- (c) If the Purchaser has agreed to revised Rates and Fees as a result of a material amendment, addition or deletion to the measures and tolerances in the core operational Service Level Requirements (Revised Rates and Fees), the Purchaser will notify Purchasers of the Revised Rates and Fees.

3.7 Amendment to the Lead Department KPIs under the SPC Agreement

- (a) Without limiting anything in this clause, if the Purchaser elects to incorporate revised Lead Department KPIs into this POC, the Revised Rates and Fees as determined in accordance with clause 8.6 of the SPC Agreement will apply.

3.8 Purchaser KPI Breach Notice and Action Plan

- (a) Without limiting any other provision of this POC, if the Service Provider fails to meet all the Purchaser KPIs in any given month, the Purchaser may, in its sole discretion, issue a notice (Purchaser KPI Breach Notice) to the Service Provider. The KPI Breach Notice must set out:
- (i) the Purchaser KPI in issue;
 - (ii) the breach; and
 - (iii) when the Purchaser needs the breach to be rectified.
- (b) Within 7 Business Days of receipt of the Purchaser KPI Breach Notice, the Service Provider must provide, in writing, a detailed plan (Action Plan) to achieve compliance with the Purchaser KPI set out in the Purchaser KPI Breach Notice.

- (c) Within 7 Business Days of the Purchaser's receipt of the Action Plan required under clause 3.8(b), the Purchaser must notify the Service Provider that it:
- (i) agrees with the course of action suggested by the Service Provider; or
 - (ii) considers that further, or other, actions are required by the Service Provider.
- (d) To the extent that the Purchaser considers that further, or other, actions are required by the Service Provider, the parties shall meet and agree on a final Action Plan.
- (e) The Service Provider must comply with all actions specified in the Action Plan within the time limits specified therein.
- (f) If the Service Provider is unable to comply with its obligations in clause 3.8(e), it must, as soon as reasonably possible:
- (i) inform the Purchaser of:
 - (A) the delay;
 - (B) the reasons for the delay; and
 - (C) the likely time for compliance with its obligations; and
 - (ii) seek the Purchaser's consent to an extension of time to comply with its obligations.
- (g) If the Service Provider is unable to perform in accordance with an agreed Action Plan, or if the Action Plan is not effective in ensuring the Service Provider's ongoing compliance with the Purchaser KPIs, either party may initiate a meeting to review the Action Plan and agree any necessary changes to it.
- (h) A failure by the Service Provider to comply with an Action Plan or a failure to address the Service Provider's non-compliance with the Purchaser KPI's to the Purchaser's reasonable satisfaction, will be considered a material breach of this POC.

3.9 Service Provider obligations

Without limiting any other obligation of the Service Provider under this POC, in carrying out the Security Services, the Service Provider must:

- (a) comply with the requirements of the relevant Service Category or Service Categories for which the Service Provider is appointed to the Panel;
- (b) perform each of the Security Services in accordance with Purchaser's Technical Specifications, the General Specifications and any other Documentation specified in Item 8 of Schedule 1;
- (c) provide the Security Services to a standard that reaches or exceeds the Purchaser KPIs;
- (d) use all reasonable efforts to inform itself of the requirements of the Purchaser regarding the Security Services and in particular shall:
 - (i) inspect the Sites where required by this POC;
 - (ii) examine the Specifications and any other information supplied by the Purchaser;
 - (iii) ensure Security Staff have an understanding of any safety induction requirements for the Sites;

- (iv) provide such further information in relation to the provision of the Security Services as reasonably required by the Purchaser;
- (v) protect the wellbeing of those who live, visit and work on the Sites;
- (vi) protect the property of the Purchaser as well as the property of the tenants and visitors to the Sites; and
- (vii) maintain a security presence consistent with the requirements of the Sites; and
- (viii) make all other reasonable inquiries.

3.10 Working with other contractors

- (a) The Service Provider acknowledges that the Purchaser may have other contractors on the Sites where the Security Services are to be performed.
- (b) The Service Provider shall not do anything to cause the Purchaser to be in breach of the Purchaser's contracts with those contractors.
- (c) Where a third party provides Security Services to the Purchaser which are related to, or otherwise necessary for the Purchaser to receive the Security Services, the Service Provider agrees to provide all reasonable assistance to ensure the Purchaser receives these Security Services in a seamless and efficient manner.

3.11 Transitional assistance

- (a) It is acknowledged that Transition may be required:
 - (i) If the Service Provider is not providing Legacy Services prior to the Purchaser entering into this POC; or
 - (ii) for the supply of one or more Security Services in respect of a particular Site or particular Sites, where:
 - (A) the required Security Services have not been supplied to that particular Site or those particular Sites previously, either by an Incumbent Service Provider or at all; and/or
 - (B) due to the Site or Sites in respect of which Security Services are to be supplied, the Service Provider will, or is likely to, be required to undertake further assessment or analysis, and/or installation of equipment.
- (b) Unless it is specified in Schedule 10 that this clause 3.11 will not apply in respect of any of the Security Services to be supplied under this POC, this clause 3.11 will apply.
- (c) Within 20 Business Days of the Commencement Date, the Supplier must develop, document and submit to the Purchaser, for its approval, a draft plan to effect Transition that:
 - (i) reflects the principles and addresses the requirements for Transition that are specified in Schedule 10; and
 - (ii) is otherwise consistent with the terms of this clause 3.11.
- (d) Once approved by the Purchaser, the draft plan will be the Transition Plan in respect of the Security Services to be provided under this POC.

- (e) If the Service Provider fails to obtain the Purchaser's approval of a draft transition plan required to be provided under paragraph (c) within 30 Business Days of the Purchaser issuing a Purchase Order:
- (i) that failure will constitute a material breach by the Supplier; and
 - (ii) without limiting the Purchaser's other rights or remedies arising from that failure, the Purchaser may, by written notice, terminate this POC.
- (f) The Service Provider must effect Transition in respect of the Security Services in accordance with the Transition Plan that has been approved by the Purchaser under this 3.11 in respect of those services. Without limiting the previous sentence, the Service Provider must:
- (i) produce, and submit to the Purchaser, the deliverables specified in the Transition Plan in accordance with the timetable specified in the Transition Plan;
 - (ii) complete the tasks, and achieve the milestones, specified in the Transition Plan;
 - (iii) effect overall management of the Transition in accordance with the Transition Plan;
 - (iv) make changes to the Transition Plan as reasonably requested by the Purchaser from time to time;
 - (v) identify and resolve, or assist the Purchaser to resolve, any problems or issues that will or may prevent or delay the completion of tasks or achievement of milestones;
 - (vi) keep the Purchaser's POC Contract Manager informed of the current status of the Transition Plan activities through reports, proactive discussions, and the proactive sharing of information;
 - (vii) as reasonably required by the Purchaser, assist with the transition from the provision of services and products by an Incumbent Service Provider (other than the Supplier) to the supply of Security Services in accordance with this POC, and so as to cause no disruption to the operations and functions of the Purchaser, other than to the extent expressly contemplated by the Transition Plan;
 - (viii) without limiting paragraph (vii), liaise with the Incumbent Service Provider to facilitate the timely and effective completion of Transition;
 - (ix) unless the Transition Plan specifies otherwise, provide the Purchaser with weekly progress reports that describe in reasonable detail the current status of the Transition, identify any actual or anticipated problems or delays and propose solutions to those problems or delays. The Service Provider must provide such supporting information as is reasonably required to enable the Purchaser to assess and, if necessary, verify, each such report; and
 - (x) perform Transition in a way that minimises disruption to the Purchaser's business and operations and the discharge of its statutory and legal duties.
- (g) A failure by the Service Provider to:
- (i) submit any deliverable specified in the Transition Plan on or before the due date in the Transition Plan; or

- (ii) achieve any milestone specified in the Transition Plan on or before the date specified in the Transition Plan for its achievement (including the completion of Transition),

constitutes a material breach by the Service Provider.

- (h) Transition in respect of the Security Services to be provided under this POC will not be complete until the Service Provider has completed and submitted all deliverables, and completed all tasks and milestones, specified in the Transition Plan.
- (i) The Purchaser will make a determination as to whether deliverables, tasks and milestones have been completed by reference to the process and/or criteria specified in the Transition Plan, and will notify the Supplier as to its determination by written notice.

3.12 Service Provider to provide equipment

- (a) The Service Provider must provide any and all equipment (including computer hardware, software and any ancillary support) necessary for the performance and maintenance (where appropriate) of the Security Services. The Service Provider must ensure that:
 - (i) such equipment is suitable for deployment in the delivery of Security Services, and conforms to all applicable Laws, Policies, codes of conduct and industry standards;
 - (ii) It holds, at all times, all necessary licences, certification, permits or other authorities to possess and use such equipment; and
 all Personnel that use or operate such equipment are suitably trained and experienced in the use and operation of such equipment, and hold all licences, certifications, permits or other authorities that are required by Law in order that such Personnel may use or operate such equipment lawfully.

3.13 Time of the essence

Time will be of the essence in the performance of this POC.

3.14 Service Rebates

- (a) In addition to any other rights of the Purchaser, the Service Provider agrees to pay to the Purchaser the amount specified in Schedule 7 as a result of any failure of the Service Provider to meet a Service Level or a Purchaser KPI (Service Rebate).
- (b) The application of all Service Rebates for this POC is capped at 100% of the Rates and Fees paid or payable in accordance with the Price Schedule.
- (c) The Service Provider:
 - (i) agrees that the Service Rebates represent a reasonable and genuine pre-estimate of the minimum anticipated or actual loss or damage which would be incurred by the Purchaser as a result of the Service Provider not meeting the Service Level Requirements and/or Purchaser KPIs;
 - (ii) acknowledges that the parties wish to avoid the difficulties of proof of damages, and to this end, agrees that the Service Rebates payable are reasonable and are not a penalty;

- (iii) undertakes that It will not challenge or seek to set aside the Service Rebates on the basis that they are a penalty or are otherwise unenforceable;
- (iv) separately indemnifies the Purchaser in relation to any loss, damage, cost or expense (including legal expense) it incurs in the event of the Service Provider at any time challenging or seeking to set aside the Service Rebates on the basis that they are a penalty or are otherwise unenforceable; and
- (v) agrees that the damages recoverable by the Purchaser under clause 3.14(c)(iv) above includes the amount of any Service Rebates which the Service Provider has sought to challenge as being unenforceable.

3.15 Drug and alcohol testing

- (a) If the Purchaser has included the requirement that the Security Staff agree to submit to drug and/or alcohol testing in a Request for Security Services, the Service Provider must ensure that all Security Staff allocated to this POC, including those employed or engaged by Subcontractors, have consented to such testing consistent with the requirement stated in the Request for Security Services.
- (b) To the extent that Security Staff have not consented to testing, the Service Provider must not allow those Security Staff to perform Security Services under this POC.

4. Reporting requirements

4.1 Service Level Reporting to the Purchaser

- (a) Performance against the Service Levels, being the Service Level Requirements and the Purchaser KPIs will be in accordance with Part 2 of Schedule 5 and Part 2 of Schedule 6 respectively.
- (b) The Service Provider acknowledges that, in addition to its general reporting requirements, it must provide the Purchaser with a statutory declaration (or other appropriate document) every quarter to confirm its compliance with the No Less Favourable Mechanism.
- (c) The Purchaser may, at any time, inspect and request Remuneration Information from the Service Provider for the purpose of auditing compliance with the No Less Favourable Mechanism and the Service Provider warrants that it will cooperate with any such request in good faith. Failure to comply with this clause 4.1(c) shall be taken to be a material breach of this POC.
- (d) In addition to the reports required under clause 4.1(a), the Service Provider must provide to the POC Contract Manager:
 - (i) reports upon the request of the Purchaser in the format and containing the matters specified in Part 2 of Schedule 5 and Part 2 of Schedule 6 at no cost to the requesting party; and
 - (ii) all other data or information that the Purchaser or the POC Contract Manager may request to enable it to adequately assess the performance of the Service Provider,
 - (iii) within 24 hours of the request.
- (e) The Purchaser may, from time to time, and in its absolute discretion (but at all times acting reasonably), request that the Service Provider report against the

Purchaser KPIs. The Service Provider must report truthfully and in good faith, and will cooperate with the Purchaser's request.

5. Contract management

5.1 Nominated persons

For the purposes of ensuring a productive and efficient relationship between the Purchaser and the Service Provider under and in respect of this POC:

- (a) the Purchaser nominates the person or persons specified in Item 2 of Schedule 1 as its POC Contract Manager; and
- (b) the Service Provider nominates the persons specified in Item 2 of Schedule 1 as its:
 - (i) POC Relationship Manager and alternates; and
 - (ii) Site Manager, in respect of each of the site(s) and/or location(s) at which Security Services are being provided.

5.2 Roles and responsibilities of the POC Contract Manager and POC Relationship Manager

- (a) It is the intention of the Parties that the roles of the POC Contract Manager and POC Relationship Manager will be to deal with all queries or relating to contract management, the relationship of the Parties and the overall operation of this POC.
- (b) The POC Relationship Manager and Site Manager(s) must be available at all times during Business Hours, and at all other times following reasonable notice by the POC Contract Manager, to meet with the POC Contract Manager and discuss any matters arising under or in connection with this POC.

5.3 Replacement of nominated persons

- (a) The Purchaser may, from time to time, nominate a replacement POC Contract Manager by notice in writing to the Service Provider. The appointment of the replacement POC Contract Manager will be effective for the purposes of this POC from the date on which notice is given to the Service Provider.
- (b) The Service Provider may only replace a POC Relationship Manager if:
 - (i) the proposed replacement POC Relationship Manager is of an equal or higher seniority as the POC Relationship Manager or alternate to be replaced; and
 - (ii) the change to the POC Relationship Manager will not adversely affect the quality of the relationship between the Purchaser and the Service Provider.
- (c) Unless otherwise agreed, a replacement POC Relationship Manager or alternate (as the case may be) must be appointed no later than 5 Business Days after the previous POC Relationship Manager or alternate ceases to act in that capacity.
- (d) The POC Contract Manager may delegate its powers and functions to any person as long it notifies the Service Provider in writing which functions it is delegating and to whom (including the delegate's title).

5.4 Responsibility Chart

- (a) To further detail the role and responsibilities of the persons nominated in clause 5.3 if requested by the Purchaser in writing, the Service Provider will, promptly following its entry into this POC, prepare a chart identifying the key tasks and obligations under this POC, and the Party or person responsible for completing or otherwise performing the relevant task or obligation (a Responsibility Chart).
- (b) To assist with the management and successful implementation of the tasks and obligations contained in this POC, the Parties agree to regularly review and update the Responsibility Chart throughout the Term.

5.5 Contract management and performance review

- (a) The POC Contract Manager and the POC Relationship Manager must meet at the time and in the manner specified in Item 8 of Schedule 1 to discuss contract management issues and to review the Service Provider's performance under this POC.
- (b) Without limiting its review under clause 4.1, the Purchaser may, from time to time, review the performance of the Service Provider, including the following criteria:
 - (i) ability of the Service Provider to provide competitive Rates and Fees;
 - (ii) compliance with the No Less Favourable Mechanism; and
 - (iii) compliance with the Service Levels.
- (c) The Purchaser may appoint an independent auditor or industry expert to assist the Purchaser in conducting a performance review. As part of the review, the Purchaser may measure the Service Provider's performance to determine if it matches, or is competitive with, then current market practice and performance of similar and comparable Security Services.
- (d) The Service Provider must do all things necessary (including providing any records and accounts reasonably requested by the POC Contract Manager or the independent auditor or expert) to assist the Purchaser in carrying out a performance review.

6. Subcontractors

- (a) The Service Provider must not subcontract any of its obligations under this POC to any third party unless the third party receives the prior written approval of the Purchaser in accordance with this clause 6. A breach of, or failure to comply with, this clause 6 by the Service Provider will constitute a material breach of this POC.
- (b) Prior to the engagement of any Subcontractor, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's written approval. Such notice must be provided within a reasonable time and contain the following information:
 - (i) details of the proposed Subcontractor (including trading name, ABN/ACN and any other relevant details);
 - (ii) the relevant purpose(s) for engaging a subcontractor as set out in clause 6(d);
 - (iii) a detailed explanation as to why a subcontractor must be engaged for the purpose identified in clause 6(b)(ii);

- (iv) the duration of the proposed engagement;
- (v) the subcontractor's capabilities in performing similar Security Services;
- (vi) the subcontractor's financial standing;
- (vii) a copy of the proposed Subcontractor's contract of engagement between the Service Provider and the subcontractor (provided that commercially sensitive payment or security terms, and pricing information, may be omitted);
- (viii) acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC
- (ix) certification of all relevant insurances required under clause 24.
- (x) a statement of compliance from the relevant Subcontractor(s) with this POC and all rights and obligations arising under it, including audit requirements;
- (xi) any other information the Service Provider considers relevant; and
- (xii) any other information that the Purchaser may request.
- (c) The Purchaser may, in its absolute discretion approve the engagement of the Subcontractor, imposing any restrictions or conditions the Purchaser considers necessary. The Purchaser will notify the Service Provider of its decision in writing (including reasons for its decision) within 7 Business Days of receiving the Notice of Intent.
- (d) The Purchaser will only exercise its discretion to approve under clause 6(a) if satisfied that the engagement is for one of the following purposes:
- (i) Surge Requirements on Short Notice;
- (ii) the Service Provider does not have the capability or license to provide the Security Services required and those Security Services are outside what is considered to be a standard service; or
- (iii) in exceptional circumstances, as determined by the Purchaser.
- (e) For the purposes of clause 6(d):
- (i) Surge Requirements means a requirement, in the reasonable opinion of the Purchaser, to provide heightened security for a limited duration; and
- (ii) Short Notice means notice of less than 72 hours from the Purchaser to the Service Provider.
- (f) An Approved Subcontractor that seeks to further subcontract work for any purpose will be required to seek approval from the Purchaser in accordance with the process outlined in this clause 6.
- (g) If the Purchaser approves a proposed Subcontractor under clause 6(a), the Service Provider must notify the Lead Department and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Parties acknowledge that the Lead Department may under the SPC Agreement, in its absolute discretion, terminate the relationship with an Approved Subcontractor at any time prior to the end of the proposed engagement by notice in writing to the Service Provider.
- (h) The Service Provider must:
- (i) ensure that the terms of the Service Provider's contract of engagement with an Approved Subcontractor with respect to obligations of each Approved Subcontractor in respect of:

- (A) compliance with Policies;
- (B) subcontracting;
- (C) time of the essence;
- (D) the provision of equipment and personnel;
- (E) drug and alcohol testing of, and conduct of, Personnel engaged or employed to provide Security Staff;
- (F) Incorporation of the No Less Favourable Mechanism in pricing;
- (G) Intellectual Property Rights;
- (H) confidentiality;
- (I) privacy; and
- (J) data protection,

are the same or substantially the same as those imposed on the Service Provider under this POC. Nothing in this clause 6(h) will operate as a waiver, release or relaxation of the Service Provider's obligations to ensure that its obligations under this POC, with respect to the matters listed in this paragraph (i), are fulfilled;

- (ii) ensure that those terms and conditions include provisions:
 - (A) that permit the Lead Department and/or the Purchaser to have access and audit rights to the same extent as those rights apply to the Service Provider under the SPC Agreement and this POC, and that the Subcontractor permits the Lead Department to have access to premises, operations and records of the Subcontractor, and to audit such premises, operation and records, as if they were the premises, operations and/or records of the Service Provider; and
 - (B) that require the Subcontractor to comply with other particular provisions of this POC that are nominated by the Lead Department;
- (iii) ensure that the rights of the Lead Department and the Purchaser are held on trust for, and exercisable by, the Lead Department and/or the Purchaser;
- (iv) ensure, through appropriate contractual requirements, that each Subcontractor includes the terms and conditions set out in clause 6(h) in each and every subcontract that the Subcontractor enters into under this POC; and
- (v) ensure, through appropriate contractual requirements, that all other parties performing the Service Provider's obligations under this POC are bound by the terms and conditions set out in Schedule 9.
- (vi) For the purposes of this clause, the performance of any of the Service Provider's obligations or the exercise of any of its rights under this POC by a Related Company of the Service Provider is taken to be subcontracting, whether or not the performance or exercise is undertaken pursuant to agreement or otherwise.

7. Access to records and auditing requirements

7.1 Access to records

- (a) The Service Provider must, during the Term and for a period of seven years after the expiry or termination of this POC, keep true and detailed:
 - (i) records of all Security Services supplied under this POC; and

- (ii) accounts and records associated with any of the above records or otherwise with the Service Provider's performance under this POC, including all supporting materials used to generate and substantiate invoices submitted in respect of the Security Services supplied under this POC.
- (b) Upon the expiry or termination of this POC, if requested by the Purchaser, the Service Provider must transfer to the Purchaser copies of the accounts and records referred to in clause **Error! Reference source not found.** where they are public records for the purpose of the *Public Records Act 1973* (Vic). The Purchaser must meet the Service Provider's reasonable direct cost of supplying such copies.
- (c) When transferring records under clause **Error! Reference source not found.**, the Service Provider must transfer the records in the format and medium reasonably required by the Purchaser.
- (d) The Service Provider agrees to comply with any applicable State legislation relating to archival requirements. The Service Provider must cooperate with, and assist the Purchaser, to comply with any obligations imposed by the *Public Records Act 1973* (Vic).

7.2 Right to access for audit and or inspection purposes

- (a) The Purchaser or its duly authorised representatives (Purchaser's Authorised Representatives) will have the right, after giving reasonable notice at any time during Business Hours, to inspect and/or audit the accounts and records of the Service Provider and any Subcontractor relating to the provision of Security Services under this POC, and of all other matters relevant to the calculation of the Rates and Fees at which the Security Services are provided. The Purchaser's Authorised Representatives will be entitled (at the expense of the Purchaser) to take copies of, or extracts from, any such records.
- (b) Without limiting clause **Error! Reference source not found.**, the Purchaser or the Purchaser's Authorised Representatives may, at any time and in their full discretion, perform an unannounced audit and/or inspection during Business Hours of the Service Provider and any Subcontractor's accounts and records relating to the provision of Security Services under this POC, and of all other matters relevant to the calculation of the Rates and Fees at which the Security Services are provided. The Purchaser's Authorised Representatives will be entitled (at the expense of the Purchaser) to take copies of or extracts from any such records.
- (c) The Service Provider must, and must ensure that any Subcontractor, provides the Purchaser or the Purchaser's Authorised Representatives with any requested information for the purposes of the inspection and/or audit within a reasonable period of time, but no later than seven Business Days of the request being made.
- (d) In addition to requesting relevant information, the Purchaser or the Purchaser's Authorised Representatives may, at their full discretion, conduct interviews with any Personnel who may hold information relevant to the inspection and/or audit.
- (e) The right of access and audit granted under clause **Error! Reference source not found.** may be exercised by the Purchaser at any time during the Term or in the seven year period following the expiry of the Term.
- (f) For the avoidance of doubt, the Purchaser will be solely responsible for the costs of conducting any audit under clause **Error! Reference source not found.**

7.3 Subcontracting Requirements

- (a) The Service Provider acknowledges that it will be responsible for ensuring that any Subcontractor complies with this clause 7 and fully co-operates with the Purchaser or the Purchaser's Authorised Representatives, in good faith, to enable it to discharge its reporting and auditing and/or inspection requirements.

8. Price for the Security Services

8.1 Price Schedule

- (a) The Service Provider acknowledges and represents that the rates and fees set out in Schedule 2 are the maximum (ceiling) Rates and Fees the Service Provider may charge the Purchaser for Security Services under this POC, and are the maximum Rates and Fees the Purchaser will, subject to this POC, be obliged to pay for those Security Services.
- (b) Subject to any change in the Rates and Fees for the Security Services resulting from the application of any express provision of the SPC Agreement or the implementation of Revised Rates and Fees under clauses 3.6(c) or 3.7, the Rates and Fees are fixed for the duration of the POC. The Parties agree that expenses or other disbursements may only be charged by the Service Provider in accordance with Schedule 2.
- (c) The Rates and Fees must not exceed the rates and fees specified in the 'Price Schedule' of the SPC Agreement (as applicable following any adjustment under the SPC Agreement).
- (d) Any amounts charged by the Service Provider in excess of the Rates and Fees specified in the SPC Agreement will be refundable to the Purchaser and will be a debt due and payable by the Service Provider to the Purchaser.

9. Security Services Staff

9.1 General requirements

- (a) Each of the Security Staff must:
- (i) hold the licences, accreditations and certifications prescribed in the Technical Specifications and General Specifications, and such licences, accreditations and certifications must be current at all times while such Security Staff are listed on the register to be maintained under clause 9.1(h)
 - (ii) have the minimum level of experience in the delivery or provision of the Security Services for which they are deployed from time to time that is specified in either or both of the Technical Specifications and General Specifications; and
 - (iii) be of good character, and capable of acting in good faith while providing Security Services.
- (b) The Purchaser may, at any time, by written notice, direct that, in respect of:
- (i) the delivery of particular Security Services; and/or
 - (ii) the delivery of Security Services at a particular site or location,

the Service Provider may only deploy Personnel as Security Staff if such Personnel are approved by the Purchaser.

- (c) If the Purchaser makes a direction under clause 9.1(b), the Service Provider must not deploy any Personnel as Security Staff, in respect of the particular Security Services and/or site(s) or location(s) specified in that direction unless such Personnel are approved by the Purchaser, and such approval is recorded in the Security Staff Register.
- (d) In order that particular Personnel be approved, the Service Provider must prepare and submit to the Purchaser an application containing the following information and documentation:
- (i) the name and address, and contact telephone numbers (home and, if applicable mobile) of the Personnel;
 - (ii) the particular Security Services for which that individual will be deployed;
 - (iii) a certified copy of all licences, accreditations and certifications held by each member of the Personnel, and a record of when such licences, accreditations and certifications expire, and any conditions, limitations or prohibitions attaching to such licences, accreditations and certifications;
 - (iv) a certified copy of each Security Staff's driver's licence or passport;
 - (v) two colour passport-size photographs of the Personnel;
 - (vi) a certified copy of a police records check in respect of the Personnel; and
 - (vii) such other details as are necessary to demonstrate that Personnel's suitability to be approved to provide Security Services, or the particular Security Services for which the Service Provider proposes to deploy such Personnel.
- (e) In making an application in respect of an individual under clause 9.1(d), the Service Provider, on its own behalf and as agent for that individual:
- (i) warrants that the information and documentation contained in the application is genuine, accurate and up to date;
 - (ii) unconditionally authorises the Purchaser (or its officers, agents, employees or contractors) to make any and all enquiries the Purchaser considers necessary to satisfy itself of the identity, qualifications, background and suitability of that individual to be approved; and
 - (iii) agrees to indemnify the Purchaser (and those of its officers, agents, employees or contractors who undertake such enquiries on behalf of the Purchaser) against any claims, demands, actions or proceedings brought against the Purchaser (and/or such officers, agents, employees or contractors) arising from, or in connection with, the making of such enquiries or the Purchaser's decision to approve or reject the applications made in respect of such individual.
- (f) The Purchaser will notify the Service Provider, in respect of each application for approval made under clause 9.1(d), whether such application is approved or rejected. A decision to approve or reject an application will be made by the Purchaser in its absolute discretion, provided that, if a particular individual has been approved for the purposes of equivalent security services, or an equivalent site or location, under a POC entered into by another purchaser, the Purchaser will not unreasonably withhold or delay its approval of that individual unless:

- (i) the approval of such individual relates to Security Services that are different to those for which that individual is already approved under another POC; or
 - (ii) the requirements of the Technical Specifications for the Security Services for which that individual will be deployed are such those Security Services that are not directly comparable to the services being provided under that other POC.
- (g) The Purchaser may, for the purposes of clause 9.1(b), approve a given individual subject to conditions, and the deployment of that individual as Security Staff to provide the relevant Security Services and/or to provide Security Services at a given site or location, will be subject to the Service Provider procuring compliance with those conditions.
- (h) The Service Provider will create and maintain throughout the Term a register, which may be in physical or electronic format, of all Security Staff that are deployed by it for the purposes of providing Security Services under this POC (**Security Staff Register**). The Security Staff Register must contain, for each of the Security Staff:
- (i) the details and documents listed in clause 9.1(d);
 - (ii) the details of the Security Services for which each individual is approved for the purposes of clause 9.1(b) of this POC;
 - (iii) the details of any conditions attaching to the Purchaser's approval of such individual.

For the purposes of this POC, a reference to Security Staff who are 'registered' means that the required details of such Security Staff appear on the Security Staff Register.

- (i) For the avoidance of doubt, the Service Provider is not required to procure the Purchaser's approval of Security Staff, unless the Purchaser issues a direction under clause 9.1(b) in respect of particular Security Services or particular sites or locations. In respect of each of its Security Staff, the Service Provider must still comply with clauses 9.1(a) and 9.1(h), notwithstanding that it is not required to obtain the Purchaser's approval of such Security Staff.
- (j) The Service Provider must make the Security Staff Register available for inspection by the Purchaser (or its authorised representative from time to time) upon written request from the Purchaser.
- (k) The deployment by the Service Provider of an individual as Security Staff:
 - (i) who is not approved and/or who does not appear in the Security Staff Register; or
 - (ii) in breach of clause 9.1(c),

will constitute a material breach of this POC.

9.2 Availability of Security Staff

- (a) The Service Provider will ensure that, at all times, it has sufficient numbers of Security Staff who are duly approved and registered, to provide the Security Services under this POC.
- (b) Unless it is a condition of the approval of a particular individual or individuals by the Purchaser, the Service Provider is not obliged to ensure that:
 - (i) particular Security Services are provided only by nominated Security Staff; or

- (II) particular Security Staff provide Security Service exclusively to the Purchaser.
- (c) The Service Provider must create and maintain a roster that specifies:
 - (i) which Security Staff will be providing Security Services;
 - (II) the Sites at which such Security Staff will be providing Security Services; and
 - (iii) the dates and times during which such Security Staff will be providing Security Services at each such Site.
- (d) The Service Provider must produce the roster required for the purposes of clause 9.2(c) for inspection by the Purchaser (or its authorised representative from time to time) upon written request from the Purchaser.
- (e) The Service Provider must use all commercially reasonable endeavours to retain approved and registered Security Staff throughout the Term.

9.3 Removal and deregistration of Security Staff

- (a) The Service Provider must remove any Security Staff from the provision of Security Services at a given Site, or generally, if directed to do so in writing by the Purchaser. The Purchaser may make such direction if the relevant individual:
 - (i) has been involved in any Wilful Default or illegal conduct, or has consistently breached policies, procedures and guidelines applicable to the Site or locations at which he or she provides Security Services;
 - (ii) In the reasonable opinion of the Purchaser:
 - (A) is or has become incapable of efficiently performing his or her duties as Security Staff;
 - (B) is not, or becomes a person who is not, suitable to be involved in the provision of Security Services, either at the relevant Site or generally; or
 - (C) is or becomes a person whom it would not be in the public interest for the Service Provider or the Purchaser to engage or be associated with;
 - (iii) has, or becomes likely to acquire, a criminal record.
- (b) Where the Purchaser makes a direction for reasons specified in either paragraphs 9.3(a)(i) or 9.3(a)(ii), such direction will contain particulars of such reasons, but, unless there is manifest error, such particulars may not be disputed or challenged by the Service Provider, and the direction is legally binding. Subject to clause 9.3(d), the Service Provider must make such adjustments or amendments to the Security Staff Register to reflect the Purchaser's direction.
- (c) If an individual is the subject of a direction made by the Purchaser under clause 9.3(a), the Service Provider must procure that such individual departs the Site(s) at which he or she is providing Security Services that are the subject of that direction, and does not return to such Site(s), unless he or she has the Purchaser's written consent to do so.
- (d) The Purchaser may, in addition to issuing a direction under clause 9.3(a), also direct that the individual that is the subject of clause 9.3(a) be de-registered. Where a direction under this clause is made, the Service Provider must record in the Security Staff Register that that individual is no longer approved by the Purchaser for the purposes of this clause 9.

10. Step-in and Step-Out

10.1 Step-in

- (a) Without limiting the Purchaser's rights under this clause 10.1, if the Service Provider has:
- (i) failed to carry out any Security Services when required by this POC;
 - (ii) failed to pay any of its Security Staff or Subcontractors engaged to carry out all or part of the Security Services;
 - (iii) carried out Security Services that are substandard, non-workmanlike, do not comply with the General Specification and/or Technical Specification; or
 - (iv) otherwise has not acted in accordance with the requirements of this POC,
 - (v) the Purchaser may issue a written notice to the Service Provider:
 - (vi) specifying those failures or breaches, and requiring the Service Provider to rectify those failures or breaches, and demonstrate such rectification, within 5 Business Days; and
 - (vii) advising the Service Provider that if those failures or breaches are not rectified within the 5 Business Days required in clause 10.1(a)(v) to the Purchaser's satisfaction, the Purchaser may suspend payment under this POC.
- (b) If the Service Provider does not rectify the failures or breaches with respect to the Security Services set out in the notice issued under clause 10.1(a) within the five Business Days, to the satisfaction of the Purchaser, the Purchaser may, without limiting its rights under this clause:
- (i) suspend payment of fees and other amounts payable to the Service Provider under this POC ; and
 - (ii) appoint a person (Step-in Party) to carry out or rectify those Security Services.
- (c) For the avoidance of doubt, any Step-In Party appointed by the Purchaser under clause 10.1(b)(ii) is appointed to ensure that the failures and breaches set out in the notice issued under clause 10.1(a) are duly rectified, but not entitled to perform any future Security Services remaining to be completed.
- (d) The Step-in Party may do anything in respect of those Security Services that the Service Provider could do, including:
- (i) have access to any Site at which those Security Services are to be carried out;
 - (ii) having access to those systems, records, Personnel and equipment of the Service Provider that are applied or deployed in the provision of Security Services under this POC;
 - (iii) do anything the Purchaser considers necessary to carry out or rectify those Security Services or to overcome any risk or mitigate any consequences resulting from the Service Provider's failure to carry out or complete them; and
 - (iv) do anything incidental to the above.
- (e) The Service Provider must co-operate with the Step-in Party and do all things reasonably necessary to ensure that the Step-in Party is able to exercise the rights referred to in clause 10.1(d), and carry out the affected Security Services and/or

rectify the breaches or failures in respect of those Security Services set out in the notice issued under clause 10.1(a).

- (f) The Service Provider shall have no right to any compensation or allowance for any action taken by the Purchaser pursuant to this clause 10 or anything done or not done by the Step-in Party.
- (g) The Purchaser shall be entitled to suspend payment under this POC until the Step-In Party has rectified the relevant failures or breaches on the part of the Service Provider and may set off from any such payments in accordance with clause 11 as a debt due from the Service Provider to the Purchaser any amount payable by the Purchaser to the Step-in Party and any costs incurred by the Purchaser arising from the exercise of its rights under this clause 10.
- (h) If the Service Provider does not rectify those failures or breaches set out in the notice issued under clause 10.1(a) to the satisfaction of the Purchaser because the labour disturbance continues for more than 5 Business Days or labour disturbances occur over any two year period which in total amounts to 5 Business Days, the Purchaser may immediately terminate this POC and in that case also exercise a right to take over the whole or any part of the Security Services remaining to be completed and for that purpose and insofar as it may be necessary, exclude from the Sites at which the Security Services are being carried out the Service Provider or any other person concerned in the performance of the Security Services under this POC.
- (i) If the Purchaser elects to exercise the right under clause 10.1 the Purchaser may complete the whole or any part of the Security Services outstanding and for that purpose may let a contract for such Security Services or may employ any person to carry out that Security Service.

10.2 Step-out

- (a) If the Purchaser has appointed a Step-in Party under clause 10.1, the Purchaser may cease the appointment of the Step-In Party at any time.
- (b) If the Purchaser elects to cease the appointment of the Step-in Party, the Purchaser will, if reasonably practical to do so, give prior notice to the Service Provider and in any event will, as soon as practical, provide notice to the Service Provider that the Purchaser has ceased the appointment of the Step-in Party.
- (c) Upon the Purchaser ceasing the appointment of the Step-in Party pursuant to clause 10.2(a):
 - (i) the Service Provider must immediately recommence performance of the Service Provider's obligations which were suspended pursuant to clause 10.1; and
 - (ii) the Purchaser will, at the cost and expense of the Service Provider, give reasonable assistance to the Service Provider to ensure that the process of the Purchaser ceasing the appointment of the Step-In Party and the Service Provider recommencing to perform its obligations is effected as smoothly as possible.

11. Invoicing and payment

11.1 Invoicing

- (a) All fees for Security Services provided in a given period will be payable in arrears, and not in advance. If, contrary to the previous sentence, an amount appears in an invoice, which relates, or purports to relate, to a future period will, notwithstanding that it appears in that invoice, become payable only at the conclusion of that future period.
- (b) The Service Provider must submit to the Purchaser a Tax Invoice or Tax Invoices in respect of each POC with the frequency specified in Item 3 of Schedule 1.
- (c) A Tax Invoice submitted for payment pursuant to clause 11.1(b) must contain each of the matters specified in Item 3 of Schedule 1 and be sent to the address specified in Item 3 of Schedule 1.

11.2 Payment of Invoice

- (a) Subject to the remainder of this clause 11.2 and clause 11.1, the Purchaser will pay the invoiced amount to the Service Provider within 30 days of receipt of the invoice, in the manner specified in Item 4 of Schedule 1.
- (b) An invoice will not be paid until such time as the invoice is certified for payment by the POC Contract Manager of the Purchaser. An invoice will not be certified for payment unless the POC Contract Manager is satisfied that it is correctly calculated with respect to the Security Services that are the subject of the relevant POC and the Service Provider is entitled to claim payment.
- (c) If the POC Contract Manager disputes the invoiced amount (whether in whole or in part) for any reason, the Purchaser must pay the undisputed amount of such invoice (if any) and notify the Service Provider of the amount the Purchaser believes is due for payment. If the Purchaser and the Service Provider are unable to agree on the balance of the invoiced amount, the dispute will be addressed in accordance with clause Error! Reference source not found..
- (d) Payment of an invoice is not to be taken as:
 - (i) evidence of an admission that the Security Services have been provided in accordance this POC or the SPC Agreement, including compliance with Service Level Requirements or Purchaser KPIs;
 - (ii) evidence of the value of the Security Services supplied; or
 - (iii) an admission of liability,
 but must be taken only as payment on account.

11.3 Fair payment

- (a) Where the value of the POC is less than \$3 million, the Purchaser will, on demand by the Service Provider, pay simple interest on a daily basis on any overdue amount, at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- (b) For the purposes of clause 11.3(a), overdue amount means an amount (or part thereof) that:
 - (i) is not, or is no longer, disputed in accordance with this POC;

- (ii) is due and owing under a Tax Invoice properly rendered by the Service Provider in accordance with this POC; and
- (iii) has been outstanding for more than 30 days from the date of receipt of the invoice or the date that the amount ceased to be dispute, as the case may be.

11.4 Payment of Security Staff and Subcontractors

- (a) The Service Provider acknowledges and agrees that its obligations to pay Security Staff and any Subcontractors is not conditional on its receipt of payment of fees and other amounts due and/or payable to it from the Purchaser, and the Service Provider must not fail to pay, or withhold payment, of any amounts or entitlements due and/or payable to Security Staff or any Subcontractors on the ground that the Service Provider has not received payment of a given amount from the Purchaser. A breach of this clause 11.4(a) by the Service Provider will constitute a material breach.
- (b) The Service Provider is required to make and deliver to the POC Contract Manager within seven Business Days of the end of each month a statutory declaration or other document required by the POC Contract Manager confirming that all Security Staff (including those employed or engaged by Subcontractors) engaged in the provision of the Security Services have been paid all moneys due and have complied with the No Less Favourable Mechanism. The statutory declaration or other document is to be in a form approved by the Purchaser and is to be accompanied by a fully itemised statement indicating payments made to all Security Staff for the month to which the declaration relates.
- (c) The Service Provider shall, at the written request of the POC Contract Manager, produce wages books, receipts for contributions to the appropriate superannuation fund for Security Staff as well as but not limited to all documentation including forms for tax deductions, and any other documents which may be relevant to engaging Security Staff for the Security Services. The POC Contract Manager may make this request at any time.
- (d) At the written request of the Service Provider, the Purchaser may (but will not be obliged to) make payments directly to any Security Staff of the Service Provider (or any Subcontractor) on behalf of the Service Provider (such amounts to be deducted from the amounts payable by the Purchaser to the Service Provider for the provision of the Security Services to which the payments relate).
- (e) If any Personnel of the Service Provider obtains a court order in respect of moneys referred to in clause 11.4(a) and produces to the Purchaser the court order that it remains unpaid, the Purchaser may pay the amount of the order, and the costs included in the order, to such Personnel and the amount paid shall be a debt due from the Service Provider to the Purchaser.
- (f) Notwithstanding anything else in this clause 11.4, the Purchaser will not make any payment to Personnel of the Service Provider (or any Subcontractor) if it becomes aware that the Service Provider, or Subcontractor, as the case may be, has been the subject of an Insolvency Event, without the prior agreement of the official receiver, liquidator, administrator or controller appointed to the Service Provider or Subcontractor (as the case may be).

11.5 Staff Costs

- (a) The Service Provider will indemnify and keep indemnified the Purchaser from and against all liability for the Staff Costs in any way relating to the Security Services.
- (b) If the Purchaser is or becomes liable to pay any Staff Costs, the Purchaser may deduct the amount of its liability for the Staff Costs from any amount due by the Purchaser to the Service Provider, whether under this POC or otherwise.

11.6 Set off and Right to Recover Moneys

- (a) The Purchaser may set off against any sum owing to the Service Provider under this POC any amount then owing by the Service Provider to the Purchaser.
- (b) The Purchaser reserves the right to recover all overpayments howsoever occurring and in particular to recover overpayment made in the event of the Service Provider at any time submitting an invoice that includes a claim for any Security Services not completed.

12. Access and safety

12.1 Access to premises

If the Service Provider requires access to the premises of the Purchaser in connection with the provision of the Security Services, the Purchaser will, subject to its usual security requirements, permit the Service Provider reasonable access to the premises at such times as may be reasonably necessary to enable the Service Provider to provide the Security Services.

12.2 Obligations

When the Service Provider enters the premises of the Purchaser, the Service Provider must and must ensure that its Personnel use all reasonable endeavours to:

- (a) protect people and property;
- (b) prevent nuisance and unnecessary noise and disturbance; and
- (c) act in a safe and lawful manner and comply with the safety standards and policies of the Purchaser, as the case may be (as notified to the Service Provider) and comply with any lawful directions of the Purchaser (and/or the Purchaser's Authorised Representatives).

13. Bank Guarantee

13.1 Provision of Bank Guarantee

The Service Provider will, to the extent specified in Item 5 of Schedule 1, provide or procure a Bank Guarantee or other similar arrangement substantially in the form specified in Schedule 11.

13.2 Form of Bank Guarantee

- (a) Where a Bank Guarantee is specified in Item 5 of Schedule 1, the Bank Guarantee must:
 - (i) have a face value in the amount set out in Item 5 of Schedule 1; Schedule 1 Purchase Order Contract Details and

- (ii) remain valid and enforceable until the date of its return in accordance with this POC.
- (b) If any claims are made against the Bank Guarantee at any time, the Service Provider must, within a period not exceeding 20 Business Days, reinstate the Bank Guarantee to the level required by the Purchaser, provided that the level required shall not exceed the level required prior to the making of a claim.
- (c) After the expiration or termination of this POC, the Purchaser must return to the Service Provider the Bank Guarantee within 21 days of a written request by the Service Provider, provided that there is no amount owing and payable to the Purchaser under this POC.

14. Intellectual Property Rights

14.1 Ownership of Pre-Existing Intellectual Property

The Purchaser's and the Service Provider's Pre-Existing Intellectual Property will remain vested in each of them (or the relevant third parties).

14.2 Licence of Service Provider Intellectual Property

- (a) Without limiting any of the Lead Department's rights in respect of Disengagement, the Service Provider hereby irrevocably and unconditionally grants to the Purchaser a perpetual, non-exclusive, royalty-free, worldwide, transferable, irrevocable licence (including the right to sub-licence) to exercise all Intellectual Property Rights in any of the Service Provider's Pre-Existing Intellectual Property that is required to enable the ongoing provision of the Security Services, or equivalent services that the Purchaser may acquire following the expiry or termination of this POC, (whether from a third party or otherwise), or to enable the Purchaser (as the case may be) to receive the benefits of any of the Service Provider's obligations under this POC.

14.3 Licence by the Purchaser

The Purchaser grants the Service Provider a non-exclusive, non-transferrable, royalty-free licence to use the Purchaser's Pre-Existing Intellectual Property for the sole purpose of performing, and only to the extent required to perform, the Security Services and complying with its obligations under this POC for the Term.

14.4 Moral Rights

The Service Provider warrants that the Purchaser may use any of the copyright works in any Security Services in any way, without identifying any person as the individual responsible for creating any particular material comprised in it, without infringing the Moral Rights of any person.

14.5 Additional obligations

The Service Provider must do all things reasonably requested by the Purchaser to give full effect to this clause **Error! Reference source not found.**, including entering into further agreements to assign the rights referred to in clause **Error! Reference source not found.**, to the extent applicable.

14.6 Data

- (a) Data will remain (and, if necessary, will become) the property of the Purchaser. The Service Provider will supply to the Purchaser from the date of the creation all Intellectual Property Rights in any Data created by or on behalf of the Service Provider. For the avoidance of doubt, Data includes data that does not form part of the provisions of the Security Services.
- (b) If the Service Provider or a Subcontractor is deemed to be the first owner of any database right or other Intellectual Property Rights in the Data, it must assign those Intellectual Property Rights to the Purchaser.
- (c) The Service Provider must only use the Data to the extent necessary to perform its obligations under this POC.
- (d) The Service Provider must:
 - (i) subject to any more stringent requirements imposed pursuant to this POC, prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to the Data; and
 - (ii) comply with any policies of the Purchaser in effect from time to time in respect of the security disposal of equipment and destruction of records and the Data.
- (e) If the Service Provider suspects that any Data has (or may) become lost or corrupted or there is unauthorised access to that Data, it will immediately notify the Purchaser and propose remedial action, including action to ensure that this does not recur.
- (f) The Service Provider must not, and must ensure that its Personnel and Subcontractors do not, without the Purchaser's prior written consent:
 - (i) remove Data or allow the Data to be removed from the Purchaser's premises or equipment; or
 - (ii) take, disclose or make available the Data or allow the Data to be taken, disclosed or made available outside Victoria.

15. Liability

15.1 General Liability

- (a) The Service Provider at all times indemnifies and will continue to indemnify, hold harmless and defend the Purchaser and each of the Purchaser's personnel (Indemnified Party) against any liabilities, losses, damages, costs and expenses (including all legal costs determined on a full indemnity basis) (Losses) suffered or incurred by any Indemnified Party as a result of any demand, suit, action, claim or proceeding against an Indemnified Party where the Losses arise as a result of any of the following:
 - (i) personal injury, including sickness and death caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (ii) property damage caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (iii) a claim, action or proceeding arising from or in connection with the exercise by any Security Staff of any powers to apprehend or question any individual;

- (iv) a breach of an obligation of confidence or privacy, whether under this POC or otherwise;
- (v) fraudulent acts or omissions of the Service Provider or its Personnel;
- (vi) any Wilful Default or illegal act or omission by the Service Provider or its Personnel;
- (vii) breaches of logical or physical security caused or contributed to by the Service Provider or its Personnel;
- (viii) loss or corruption of Data;
- (ix) any third party claim arising out of a breach of this POC by the Service Provider or its Personnel (including breach of warranty) or any negligent act or omission of the Service Provider or its Personnel; or
- (x) any infringement or alleged infringement of the Intellectual Property Rights, Moral Rights or any other rights of any person, including any third party,

except to the extent that any such Loss is caused by the negligence or other wrongful act or omission of the Indemnified Party.

- (b) If any indemnity payment is made by the Service Provider under this clause **Error! Reference source not found.**, the Service Provider must also pay to the Indemnified Party an additional amount equal to any tax which is payable by the Indemnified Party in respect of that indemnity payment.
- (c) The Purchaser may, in its absolute discretion, request or permit the Service Provider, at the Service Provider's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any litigation that may occur following a claim that receipt or use by the Purchaser of any Data or other Materials supplied by the Service Provider infringes the Intellectual Property Rights, Moral Rights or any other rights of a third party (an IPR Claim).
- (d) If the Purchaser, requests or permits the Service Provider to defend an IPR Claim in accordance with clause **Error! Reference source not found.**(c):
 - (i) the Service Provider must comply at all times with any Government policy relevant to the conduct of the IPR Claim (including the Model Litigant Guidelines) and with any conditions imposed and directions given by the Purchaser;
 - (ii) the Service Provider may not settle or compromise the IPR Claim conducted by it without the Purchaser's consent; and
 - (iii) the Purchaser may, at any time, give notice to the Service Provider that the Purchaser wishes to conduct the IPR Claim (including associated settlement discussions) and the Service Provider will permit the Purchaser to do so.

15.2 Limitation

- (a) Subject to clause **Error! Reference source not found.****Error! Reference source not found.**, each party's liability to the other party under this POC in respect of all losses, including direct and indirect losses, damages, liability, costs, expenses, suits and claim arising from a breach of contract, tort (including negligence) or otherwise, shall be limited (to the extent permitted by law) to \$20 million or such higher amount as may be agreed by the Service Provider and the Purchaser

- (b) Nothing in clause **Error! Reference source not found.** of this POC generally operates to limit the Service Provider's liability to the Purchaser in respect of:
- (i) personal injury, including sickness and death caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (ii) property damage caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (iii) a breach of an obligation of confidence or privacy, whether under this POC or otherwise;
 - (iv) fraudulent acts or omissions of the Service Provider or its Personnel;
 - (v) any Wilful Default or illegal act or omission by the Service Provider or its Personnel;
 - (vi) breaches of logical or physical security caused or contributed to by the Service Provider or its Personnel;
 - (vii) loss or corruption of Data;
 - (viii) an Indemnity set out in this POC; or
 - (ix) any infringement of the Intellectual Property Rights, Moral Rights or any other rights of any person, including any third party.

15.3 No occupier's liability

- (a) To the maximum extent permitted by Law, neither the Purchaser nor any of their respective officers, employees, agents and invitees will be responsible for any damage done to the Service Provider's property or to that of any of the Service Provider's Personnel or for any personal injury sustained by any of the Service Provider's Personnel occurring on the Purchaser's premises as a result of:
- (i) the negligence or recklessness of such Service Provider's Personnel; or
 - (ii) if such Service Provider's Personnel has (or have) failed to comply with the occupational health and safety and security policies of the Lead Department or the Purchaser, as the case may be (as notified to the Service Provider).
- (b) The Service Provider unconditionally and irrevocably releases the Purchaser and their officers, employees, agents and invitees from all responsibility contemplated by clause **Error! Reference source not found.** and agrees to indemnify the Lead Department, each Purchaser and their respective officers, employees, agents and invitees (each an Indemnified Party) against any loss that the Indemnified Party may suffer as a result of any third party bringing an action against that Indemnified Party in relation to any such circumstances, except to the extent that such circumstances were caused directly as a result of the Indemnified Party's negligence or wilful act.

16. Warranties

The Service Provider represents and warrants that, as at the Commencement Date, and throughout the Term:

- (a) it has the right to enter into this POC and perform the Security Services in accordance with this POC;

- (b) in respect of the Security Services it has agreed to provide under this POC, it is duly appointed to the Panel in respect of each of the respective Service Categories of which those Security Services form part;
- (c) the execution, delivery and performance of this POC by it does not contravene any contractual, legal or other obligation that applies to it;
- (d) it is entitled to use and deal with any Intellectual Property Rights and Moral Rights which may be used by it in connection with the Security Services and to grant to the Purchaser the licences contemplated by this POC;
- (e) the receipt, possession or use of the Security Services, and/or Data or other Materials supplied by the Service Provider, by the Purchaser will not infringe the Intellectual Property Rights or other rights of any person or any Laws;
- (f) without limiting the Service Provider's Service Level obligations, the Security Services will be:
- (i) provided with due care and skill;
 - (ii) provided in accordance with all applicable standards, principles, practices and in accordance with the requirements of this POC; and
 - (iii) completed within a reasonable time;
- (g) it has the accreditation or membership of professional or other bodies, such as the Australian Security Industry Association, in relation to the provision of the Security Services as set out in the Tender Documentation and that it will use its best endeavours to maintain such accreditation or membership during the Term;
- (h) it holds all licences, certificates, permits, consents and authorisations required under any Law in relation to the provision of the Security Services, including licences required under the *Private Security Act 2004 (Vic)* and *Private Security Regulations 2016 (Vic)* and any Victorian or Commonwealth legislation which applies to the conduct of a business providing Security Services;
- (i) It has, and will at all times during the Term have, sufficient human resources, equipment, systems, technology and other resources necessary to deliver Security Services to the Purchaser. In accordance with the terms of this POC;
- (j) it and each of its Security Staff (and any Subcontractors) are appropriately qualified and have the requisite knowledge, skill and expertise to provide the Security Services in accordance with this POC;
- (k) the Security Staff Register is maintained, accurate, up to date and complete;
- (l) its Security Staff (and any Subcontractors) are:
- (i) of good character and integrity;
 - (ii) current holders of Victorian Security Officer Licences under the *Private Security Act 2004 (Vic)* and *Private Security Regulations 2016 (Vic)* and any other Victorian or Commonwealth legislation which applies to the conduct of a business providing Security Services;
 - (iii) appropriately qualified and have the requisite knowledge, skill and expertise to provide the Security Services in accordance with the Service Level Requirements and Purchaser KPIs; and
 - (iv) trained, and will continued to be trained, with respect to Laws relating to private security;

- (m) whilst on the premises owned or controlled by the Purchaser, the Service Provider and its Security Staff will at all times comply with the Purchaser's lawful directions and policies, of which the Service Provider is notified or is otherwise aware, including any applicable occupational health and safety and security policies;
- (n) where the Purchaser has, either expressly or by implication, made known to the Service Provider any particular purpose for which the Security Services are required, the Security Services will be performed in such a way as to achieve that result;
- (o) each report provided by the Service Provider will be true, correct and complete in each particular; and
- (p) if the Service Provider is entering into this POC on behalf of a trust (Trust):
 - (i) it is a validly appointed trustee of the Trust;
 - (ii) there has not been any contravention of or non-compliance with any of the terms of the documents which established the Trust (Trust Deed);
 - (iii) it has the right to be indemnified out of, and take a lien over, the assets of the Trust;
 - (iv) this POC does not conflict with the operation or terms of the Trust or the Trust Deed;
 - (v) this POC constitutes valid and enforceable obligations of the Trust;
 - (vi) it has full and valid power and authority under the Trust to enter into this POC and to carry out the transactions contemplated by this POC (including all proper authorisations and consents);
 - (vii) it enters into this POC and the transactions evidenced by it for the proper administration of the Trust and for the benefit of all of the beneficiaries of the Trust; and
 - (viii) it is the sole trustee of the Trust.
- (q) For the avoidance of doubt, the warranty provided under clause 16(o) is a continuing warranty and made at the date of this POC and again on each date that a report is delivered.

17. Conflict of Interest

- (a) The Service Provider warrants to the Purchaser that it does not, and will ensure that each of its Personnel do not, hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with their duties and interest under this POC.
- (b) The Service Provider must promptly inform the Purchaser of any matter which may give rise to an actual or potential conflict of interest at any time during the Term.
- (c) The Service Provider acknowledges and agrees that failure to comply with this clause 17 will constitute a breach of a fundamental term of this POC.

18. Change in Control

- (a) The Service Provider must notify the Purchaser in writing of any change in Control of the Service Provider or any Subcontractor (or of the ultimate holding company of

the Service Provider or any Subcontractor, as the case may be) within seven Business Days of becoming aware of the change in Control (Notice).

- (b) The Notice must demonstrate the Service Provider's (or Subcontractor's) capacity to provide each of the Security Services (or, in the case of a Subcontractor, those Security Services that that Subcontractor has been engaged to provide), and continue to comply with the Service Levels, and the No Less Favourable Mechanism.
- (c) The Purchaser may, upon receiving the Notice, in its absolute discretion by notice in writing to the Service Provider, terminate this POC.
- (d) Any termination pursuant to clause **Error! Reference source not found.**(c) takes effect at the time nominated by the Purchaser, provided that the time nominated must be no later than the immediately succeeding 12 months after the Purchaser receives the Notice.
- (e) In the event of a change in Control from the incumbent Service Provider to a new service provider, the Service Provider must exercise its best endeavours when complying with its obligations under clause **Error! Reference source not found.**

19. Termination

19.1 Termination by the Purchaser for cause

Without limitation to any provision of this POC, where:

- (a) the Service Provider consistently fails to provide the Security Services in accordance with the requirements of this POC;
- (b) the Service Provider fails to remedy, to the satisfaction of the Purchaser, any material breach of this POC (which in the reasonable opinion of the Purchaser is able to be remedied) within 10 Business Days after the date on which the Purchaser issues the Service Provider a written notice requiring the Service Provider to remedy that breach;
- (c) the Service Provider fails to remedy, to the satisfaction of the Purchaser, any breach of this POC, other than a material breach, (which in the reasonable opinion of the Purchaser is able to be remedied) within 20 Business Days after the date on which the Purchaser issues the Service Provider a written notice requiring the Service Provider to remedy the breach;
- (d) any Security Staff cease to be available to provide the Security Services, or any Security Staff are unable to provide the Security Services in accordance with this POC, and the replacement mechanisms in clause 9 are unsuccessful;
- (e) the Service Provider materially breaches any substantive provision of this POC and in the reasonable opinion of the Purchaser such breach cannot be remedied;
- (f) the Service Provider or any of its Personnel employed or engaged to provide Security Services are guilty of criminal acts, fraud, dishonesty or any other serious misconduct;
- (g) the Service Provider commits any act or does anything that is contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable or which brings the reputation of the Service Provider into disrepute and as a consequence the Purchaser believes that its continued association with the Service Provider will be prejudicial or otherwise detrimental to the reputation of Purchaser or of the State;

- (h) the Service Provider's membership on the Lead Department's Security Service Panel is terminated under the SPC Agreement; or
 - (i) the Service Provider suffers an Insolvency Event,
- then the Purchaser may in its absolute discretion by notice in writing to the Service Provider immediately terminate this POC.

19.2 Termination without cause

- (a) The Purchaser may terminate this POC without cause by giving notice to the Service Provider.
- (b) If this POC is terminated pursuant to clause 19.2(a):
 - (i) The termination will take effect upon the Service Provider's receipt of the notice, or at such later date specified by the Purchaser in the notice;
 - (ii) The Purchaser will pay the Service Provider any unavoidable and substantiated costs which the Service Provider has incurred as a direct result of the termination, excluding any loss of profit; and
 - (iii) The Purchaser will have no other liability to the Service Provider in relation to that termination.
- (c) When the Purchaser issues a notice under clause 19.2(a), the Service Provider will immediately comply with any directions given in the notice and will do all that is possible to mitigate its losses arising from the termination of this POC.

19.3 Consequences of termination or expiry

- (a) The rights and obligations of the parties under this POC do not merge on completion of any transaction contemplated by this POC. Termination, suspension or expiry of this POC will not prejudice any right of action or remedy which may have accrued to either party prior to termination, suspension or expiry (as the case may be).
- (b) On the termination or expiry of this POC the Service Provider and its Subcontractors and Personnel cease to have any rights to use and retain:
 - (i) Data and other Materials supplied or licensed by the Purchaser during the Term, and the Service Provider must return to the Purchaser (or, if directed to do so by the Purchaser, to the Lead Department) all copies of such Data and other Materials that are in the possession, custody or power of the Service Provider, any of its Subcontractors or their respective Personnel;
 - (ii) any Confidential Information of the Purchaser, and, unless it is required to retain particular Confidential Information in order to:
 - (A) perform its remaining obligations under this POC (including in respect of disengagement); or
 - (B) comply with reporting and other obligations imposed by Law,
 the Service Provider must, at the option of the Purchaser:
 - (C) return (and certify in writing such return) to the Purchaser;
 - (D) destroy (and certify in writing to the Purchaser such destruction); or
 - (E) destroy in the presence of one or more representatives of the Purchaser,

all Confidential Information in the possession, custody or power of the Service Provider, any of its Subcontractors or their respective Personnel; and

- (iii) equipment, access and security passes and other property that has been provided or supplied to the Service Provider for the purposes of this POC, and the Service Provider must return (and certify in writing the return) of all such equipment, access and security passes and other property in the possession, custody or power of the Service Provider, any of its Subcontractors, or their respective Personnel, to the Purchaser.
- (c) To the extent that the Service Provider or any Subcontractor has not, as at the date of the expiry or termination of this POC, complied with the requirements of clause 14 in respect of particular Data or Materials, the Service Provider must comply (and/or procure that the relevant Subcontractor complies) with such requirements within 20 Business Days of such expiry or termination date, and otherwise within 5 Business Days of a written request to do so by the Lead Department.
- (d) Except to the extent required by the Purchaser, suspension or termination of the Service Provider's membership of the Panel pursuant to the SPC Agreement will not terminate this POC or release the Service Provider from its obligations to continue to perform the Security Services under this POC.
- (e) The Purchaser may, in its absolute discretion, terminate this POC immediately on written notice to the Service Provider, where the SPC Agreement is terminated.

19.4 Survival

Clauses 1, 2.3, 3, 14, 15, 19.3, 23, Insurance and 30.6 of this POC survive the termination or expiry of this POC and may be enforced at any time.

20. Disengagement

20.1 Overview

- (a) It is critical for the Purchaser to ensure that, following the expiry or termination of this POC, there is continuity not only in the delivery of Security Services, but also the fulfilment of all obligations and requirements of the contracting framework for the delivery of Security Services and, for that reason, the Purchaser relies significantly on the Service Provider fulfilling its Disengagement obligations. Accordingly, the Service Provider must:
 - (i) comply with this clause 20;
 - (ii) comply with its obligations specified in, and the requirements of, Schedule 13;
 - (iii) ensure that Disengagement occurs in a timely and orderly manner; and
 - (iv) do all other things reasonably necessary to effect Disengagement.

20.2 Disengagement Assistance

The Service Provider must supply the Disengagement Assistance to the Lead Department in accordance with Schedule 13.

20.3 Disengagement Plan

The Service Provider must prepare a Disengagement Plan in accordance with, and within the period(s) specified in, Schedule 13.

20.4 Continuation of business as usual

The Service Provider:

- (a) must continue to fulfil its obligations in accordance with the terms of this POC during the Disengagement Period (except to the extent that the applicable Disengagement Plan contemplates, or the Purchaser determines, that particular obligations need not be fulfilled, or will be undertaken by a third party or the Purchaser itself);
- (b) must ensure there is no degradation of quality of services provided to the Purchaser during Disengagement except to the extent set out in the applicable Disengagement Plan; and
- (c) acknowledges all Service Level Requirements and associated Service Rebates apply during the Disengagement Period.

20.5 Payment of cost for Disengagement Assistance

The Service Provider's rights to impose Fees in respect of the provision of Disengagement Assistance are specified in Schedule 13.

20.6 Extension of Disengagement Period

Notwithstanding clause 2.1(b), the Purchaser may elect to extend a given Disengagement Period one or more times, for such period as the Purchaser directs, by written notice to the Service Provider given at least 20 Business Days prior to the end date of that Disengagement Period, provided that the aggregate extension does not exceed 180 days.

21. Financial Capacity

The Purchaser reserves the right at any time during the Term to request that the Service Provider provide details of its, and any of its Subcontractors', financial capacity to continue to carry out the work under this POC. The Service Provider must respond promptly and in writing to such a request within five Business Days.

22. Accident compensation

The Service Provider must ensure that, in respect of its Personnel and any other persons engaged by the Service Provider to provide the Security Services, it

- (a) complies with the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic);
- (b) insures against its liability to pay compensation whether under legislation or otherwise; and
- (c) produces to the Purchaser on request any certificates or like documentation required by the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

23. Confidentiality

23.1 Confidentiality

Without limiting any of its other confidentiality obligations under this POC, neither the Service Provider nor its Personnel are permitted, under any circumstances, to comment on any matters relating to this POC or the Purchaser's operations including discussion or comment on:

- (a) the condition of the Sites; or
- (b) policies of the Purchaser,
- (c) except to the Purchaser.

23.2 Use of Confidential Information

- (a) The Service Provider will (and will ensure that its Personnel and advisers will):
 - (i) use and reproduce Confidential Information only to perform its obligations under this POC; and
 - (ii) not disclose or otherwise make available Confidential Information other than to Personnel who have a need to know the information to enable the Service Provider to perform its obligations under this POC.
- (b) All Confidential Information will remain the property of the Purchaser and all copies or other records containing the Confidential Information (or any part of it) must be returned by the Service Provider to the Purchaser on termination or expiry of this POC.
- (c) The Service Provider acknowledges that the Purchaser will be entitled (in addition to any other remedy it may have) to seek an injunction or other equitable relief with respect to any actual or threatened breach by the Service Provider of this clause **Error! Reference source not found.** and without the need on the part of the Purchaser to prove any special damage.
- (d) The Service Provider must ensure that all records are stored and managed to ensure a high degree of confidentiality.
- (e) It is not a breach of this clause 23.2 for the Service Provider to disclose Confidential Information which it is obliged by law to disclose to the person to whom it is disclosed.
- (f) If the Service Provider is required, or anticipates or has cause to anticipate that it may be required, by law or court order to disclose Confidential Information, the Service Provider must immediately notify the Purchaser of the actual or anticipated requirement and use its best endeavours (without breach of applicable law) to delay and withhold disclosure until the Purchaser has had a reasonable opportunity to oppose disclosure by lawful means.

23.3 Disclosure of Service Provider's Information

- (a) The Purchaser agrees to treat all information of or relating to the Service Provider that is provided to it under this POC by or on behalf of the Service Provider as confidential.
- (b) The Service Provider hereby consents to:
 - (i) the Purchaser (or such other governmental agency as may, from time to time, be responsible for doing so) publishing, whether on the Internet or otherwise,

all such information as is necessary to comply with the requirements of the Contracts Publishing System;

- (ii) the Purchaser making available to the Victorian Auditor- General all Information that is requested by the Auditor-General;
 - (iii) the Purchaser making available all information in relation to the Service Provider or this POC as may be required to comply with its obligations under the *Freedom of Information Act 1982* (Vic);and
 - (iv) the Purchaser providing to the Lead Department information about this POC.
- (c) Nothing in this clause derogates from, or operates to limit, the Purchaser's rights to disclose Remuneration Information under, and in accordance with, Schedule 8.
- (d) The Service Provider warrants that it has obtained all necessary consents from any Security Staff, including those employed or engaged by Subcontractors, in order for the Confidential Information to be used and disclosed as contemplated by this clause 24 without the Purchaser or any other person to whom the Confidential Information is disclosed infringing any legal rights of any person or contravening any Legislative Requirements (including in respect of personal information).

23.4 Privacy

- (a) The Service Provider acknowledges that it will be bound by the PDP Act, Information Privacy Principles, Health Privacy Principles and any applicable Code of Practice (together, Privacy Obligations) with respect to any act done or practice engaged in by the Service Provider for the purposes of this POC, in the same way and to the same extent as the Privacy Obligations would have applied to the Purchaser in respect of that act or practice had it been directly done or engaged in by the Purchaser.
- (b) The Service Provider agrees that it will:
- (i) assist the Purchaser to comply with its obligations under the Privacy Obligations, to the extent reasonably possible;
 - (ii) immediately notify the Purchaser upon becoming aware of any breach of the Privacy Obligations and comply with all directions of the Purchaser in respect of the breach;
 - (iii) provide the Purchaser with such co-operation as the Purchaser requires in relation to resolving any complaint concerning privacy; and
 - (iv) provide access to or amendment of any record(s) as directed by the Purchaser.
- (c) The Service Provider agrees to comply with any directions made by the Commissioner, the Commonwealth Privacy Commissioner or the Victorian Health Services Commissioner relevant to this POC.
- (d) Without limiting anything in this clause **Error! Reference source not found.**, in relation to any Personal Information obtained by the Service Provider in connection with this POC, the Service Provider must:
- (i) not collect, use, disclose store, transfer or handle the information except in accordance with the Privacy Obligations;
 - (ii) not, without the prior consent of the Purchaser, disclose the information to a person who is outside Victoria;

- (iii) take all reasonable steps to ensure that the information is protected from misuse, interference or loss, and from unauthorised access, modification or disclosure;
- (iv) take all reasonable steps to destroy or permanently de-identify information that is no longer needed for the purposes of this POC;
- (v) co-operate with any reasonable request or direction the Purchaser makes which relates to the protection of the information or the exercise of the functions of the Commissioner, the Commonwealth Privacy Commissioner or the Victorian Health Services Commissioner;
- (vi) ensure that access to the information is limited to those of its Personnel who are required to access that information for the purposes of this POC; and
- (vii) comply with any reasonable direction of the Purchaser in relation to a complaint concerning privacy received by either party.

23.5 Data Protection

- (a) The Service Provider acknowledges that the Purchaser are bound by the Protective Data Security Standards.
- (b) The Service Provider warrants that it will not do any act or engage in any practice that contravenes a Protective Data Security Standard or would give rise to contravention of a Protective Data Security Standard by the Purchaser in respect of any data held, used, managed, disclosed or transferred by the Service Provider on behalf of the Purchaser.

24. Insurance

- (a) The Service Provider must (and must ensure that any Subcontractors appointed by it under clause 6) obtain and maintain for the Term (and, in respect of insurances obtained on a claims made basis, for a period of seven years after the end of the Term) the insurances specified in Item 11 of Schedule 1.
- (b) The Service Provider must provide the Purchaser with evidence of the currency of any insurance it is required to obtain on or prior to submitting its first invoice under this POC, and otherwise on request by the Purchaser at any time during the Term.
- (c) Where any insurance the Service Provider is required to obtain and maintain expires during the Term (Initial Insurance), the Service Provider must provide the Purchaser with evidence of the currency of relevant replacement insurance prior to the expiration of the Initial Insurance.
- (d) Any insurance obtained pursuant to clause 24 must be:
 - (i) taken out with an insurer acceptable to the Purchaser; and
 - (ii) on terms (including any excess) which are acceptable to the Purchaser.
- (e) The Service Provider must not do or allow anything to be done which:
 - (i) reduces its insurance below the amounts set out in Item 11 of Schedule 1; or
 - (ii) makes any insurance policy obtained pursuant to this POC either void or voidable.
- (f) The Service Provider must notify the Purchaser in writing of any claims against the insurances effected by the Service Provider relating to this POC within a reasonable time after it becomes aware of the claims and provide such further

Information to the Lead Department in relation to the claim as the Purchaser may reasonably require.

- (g) The Service Provider must provide all reasonable assistance in connection with any insurance claim made in connection with this POC.

25. Disputes

25.1 Nominated Representatives

If any dispute arises under or in connection with this POC (Dispute), the POC Contract Manager and the POC Relationship Manager must promptly meet and discuss in good faith with a view to resolving such Dispute.

25.2 Senior Executives

- (a) If any Dispute is not able to be resolved by the POC Contract Manager and the POC Relationship Manager within five Business Days, each Party must nominate a suitable senior executive (Executives), with the authority to settle the Dispute, and the Executives must promptly meet and discuss the Dispute in good faith with a view to resolving the Dispute.
- (b) Where suitable Executives are not able to be identified within five Business Days or the Purchaser considers it appropriate, the Dispute may be escalated to the Lead Department Category Manager and the Lead Department Contract Manager. The POC Contract Manager, POC Relationship Manager and Lead Department Representatives must promptly meet to discuss the Dispute in good faith with a view to resolving the Dispute.

25.3 Mediation

- (a) If any Dispute is unable to be resolved in accordance with clause 25.2 within 10 Business Days, the Parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.
- (b) The mediation will be conducted in accordance with the mediation guidelines of ADC (Guidelines) which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those Guidelines are incorporated in this POC.

25.4 Arbitration or litigation

- (a) If the Parties fail to settle any Dispute in accordance with clause 25.3, the Parties may agree to submit the Dispute for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.
- (b) If the Parties do not agree to refer the Dispute to arbitration in accordance with clause 25.4 either party may submit the Dispute for resolution to the exclusive jurisdiction of the Courts of Victoria, Australia.

25.5 Performance during Dispute resolution

The Parties to a Dispute will continue to perform their respective obligations under this POC pending the resolution of a Dispute under this clause. **Error! Reference source not found.**

25.6 Interlocutory relief

Nothing in this clause **Error! Reference source not found.** is to be taken as preventing any party to a Dispute from seeking interlocutory relief in respect of such dispute. Except where a party seeks urgent interlocutory relief (including interim injunctions), neither Party may commence court proceedings relating to this POC before it has complied with the dispute resolution procedures under this clause **Error! Reference source not found.**

26. GST

26.1 Definitions

Terms used in this clause 26 have the same meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

26.2 Consideration is inclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this POC are inclusive of GST.

26.3 Recipient to pay an additional amount

If the prices referred to in the Price Schedule are specifically noted to be exclusive of GST, the recipient of the taxable supply must pay to the Service Provider an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this POC.

26.4 Reimbursement

If this POC requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense plus any GST payable by the other party.

26.5 Adjustment events

If an adjustment event arises in respect of a supply made under this POC, the additional amount payable on account of GST in accordance with clause 26.3 must be adjusted to reflect the adjustment event. A corresponding payment must also be made by the supplier to the recipient, or by the recipient to the supplier, as the case may be.

27. Compliance with Laws, Policies and Victorian Government requirements

27.1 General Law and Policy

The Service Provider must, in performing its obligations under this POC:

- (a) comply with:
 - (i) all Laws affecting or applicable to the provision of Security Services by the Service Provider;

- (ii) all Policies;
 - (iii) the conditions of all authorisations, permits, consents, approvals and licences referred to in clause 16 and;
 - (iv) without limiting clause 27(1)(a) the provisions set out in Schedule 9; and
- (b) co-operate and actively engage with the Purchaser in order to ensure that it is aware of, understands and can comply with each of the Policies including:
- (i) security-specific Policies, other Policies relevant to the use of Security Services by the Purchaser such as gift policies and Policies of more general application such as data security and occupational health and safety Policies; and
 - (ii) new, amended, supplemented and replacement Policies from time to time.

27.2 The Supplier Code of Conduct

The Service Provider acknowledges that:

- (a) the Supplier Code of Conduct contained in Schedule 12 is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of Service Providers;
- (b) it has read the Supplier Code of Conduct; and
- (c) the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the Service Provider, whether under this POC or at Law.

28. Information Technology

- (a) Neither the Service Provider, nor its Personnel will introduce a virus, malicious code, malware or any disabling code to any computers or computer network of the Purchaser, either from a magnetic disk, magnetic tape, by e-mail or otherwise.
- (b) The Service Provider must ensure that it maintains appropriate virus protection software on all computers that are connected to the internet or may otherwise communicate with any of the Purchaser's computers.

29. Notices

29.1 Giving a communication

A notice, demand, certification, process or other communication relating to this POC must be in writing in the English language, and may (in addition to any other method permitted by law) be sent by pre-paid post, pre-paid courier or by email to the address and recipient which is set out in Item 6 of Schedule 1.

29.2 Time of delivery

A notice or document shall be taken to be delivered or served as follows:

- (a) in the case of delivery in person or by courier, when delivered;
- (b) in the case of delivery by post, five Business Days after the date of posting; and
- (c) in the case of electronic mail, if the receiving party has agreed to receipt in that form under this POC, and the message is correctly addressed to and successfully

transmitted to that party's electronic mail address (e-mail address), when acknowledgment of receipt is recorded on the sender's computer.

29.3 After hours communications

If any notice or document is delivered or deemed to be delivered:

- (a) on a Business Day after 5.00 pm in the place of receipt; or
- (b) on a day that is not a Business Day (i.e. Saturday, Sunday or a public holiday as defined in the *Public Holidays Act 1993* (Vic) In Melbourne),

it is taken as having been delivered at 9.00 am on the next Business Day.

30. General

30.1 Legal costs

Except as expressly stated otherwise in this POC, the Parties must pay their own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this POC.

30.2 Amendment and variation

- (a) This POC may only be varied or replaced by an instrument executed by the Purchaser and the Service Provider.

30.3 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this POC does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right by the first party.

30.4 Severability

Any provision of this POC which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision shall, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

30.5 Rights cumulative

Except as expressly stated otherwise in this POC, the rights of a party under this POC are cumulative and are in addition to any other rights of that party.

30.6 Governing law and Jurisdiction

- (a) This POC is governed by and is to be construed in accordance with Laws.
- (b) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

30.7 Assignment of rights

- (a) The Purchaser may assign any of its rights under this POC at any time. The Purchaser must provide the Service Provider with written notice of this intention.
- (b) The Service Provider must not assign any right under this POC without the prior written consent of the Purchaser.
- (c) The Service Provider will be responsible for acts and omissions of any assignee.
- (d) Each party agrees to execute any documents necessary to document the exercise of a permitted right of assignment or novation under this POC.

30.8 Counterparts

This POC may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

30.9 Relationship of Parties

This POC is not intended to create a partnership, joint venture or agency relationship between the Parties.

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NOT FOR USE FOR ANY OTHER PURPOSE. NOT TO BE PUBLISHED OR PROVIDED TO ANY OTHER PARTY WITHOUT DJPR APPROVAL.
DJPR RESERVES ITS RIGHTS TO PII, LPP AND/OR PRIVACY CLAIMS

Schedule 1 Purchase Order Contract Details

Item 1 Term

Commencement Date: 30 March 2020
 Expiry Date: 30 April 2020
 Extension Period: Up to 30 June 2020 (as required by Purchaser)

Item 2 POC Contract Manager and POC Relationship Manager

POC Contract Manager

Name: PPO
 Title: Principal Policy Officer, Inclusion,
 Department of Jobs, Precincts and Regions
 Telephone: Personal Information
 Mobile: Personal Information
 Email: @ecodev.vic.gov.au

POC Relationship Manager

Name: Greg Watson
 Title: General Manager Regional Operations
 Telephone: Personal Information
 Mobile: Personal Information
 Email: @wilsonsecurity.com.au

Site Manager – [specify relevant site/location at which Security Services are provided]¹

Name: Greg Watson
 Title: General Manager Regional Operations
 Telephone: Personal Information
 Mobile: Personal Information
 Email: @wilsonsecurity.com.au

¹ Note: The requirement will be that there will be a Site Manager for each site or location at which Security Services are provided. Accordingly, where services are provided at multiple sites under a POC, the Service Provider will have to nominate a Site Manager for each site.

Item 3 Invoicing

Invoicing frequency

Invoices are to be submitted fortnightly to the Purchaser.

Invoice requirements

Invoices must contain the information necessary to be a tax invoice for the purposes of the *A New Tax System (Services and Services Tax) Act 1999* (Cth) in addition to the following:

- the Service Provider's ABN;
- any amount of GST paid or payable by the Service Provider with respect to the Fees;
- the Service Provider's address for payment;
- the Purchaser's Purchase Order number;
- full particulars of the Security Services provided which will allow the POC Contract Manager to verify that the Security Services to which the invoice relates have been performed;
- the Rate or Fees charged;
- the hours spent on providing the Security Services;
- the amortised interest charge of the bank guarantee for the period of the invoice; and
- any costs, expenses or disbursements.

Address for Invoice:

All invoices must be sent to the POC Contract Manager.

Item 4 Payment

Electronic Transfer of funds.

Item 5 Bank Guarantee

N/A

Item 6 Notice particulars

Purchaser

Address: 1 Spring Street, Melbourne, Victoria 3000.
 Fax: N/A
 Email: Personal Information@acodev.vic.gov.au
 Addressee: RFU Principal Policy Officer, Inclusion, Department of Jobs, Precincts and Regions.

Service Provider

Address: Level 3, 6 English Street, Essendon Fields, Victoria 3041.
 Fax: N/A
 Email: Personal Information@wilsonsecurity.com.au
 Addressee: Greg Watson, General Manager Regional Operations.

Item 7 Contract Management and Performance

Contract management and performance issues are to be discussed (including a review of the KPIs) on the submission of each invoice.

Item 8 Documentation

Insert details of any additional documentation (other than the Tender Documentation) that forms part of this POC: N/A

Item 9 Access to the Purchaser's Sites

Directions relevant to the Service Provider's Access may include, but not be limited, to the following:

1. accessing the Designated Locations at such times as are notified by the POC Contract Manager; and
2. whilst performing the Security Services, acting in a safe and lawful manner and observing the security measures notified from time to time by the POC Contract Manager.
3. using entrances and exits nominated by the Purchaser;
4. not examining, copying, removing, or otherwise interfering with anything on the Designated Locations, except for the purpose of the performance of the Security Services;
5. protecting people and property; and
6. preventing nuisance and unnecessary noise and disturbance.

Item 10 Security Services Staff

As nominated by the Provider.

Item 11 Insurance

Type of coverage	Amount (AUD)
Public liability insurance	\$20 million per claim and in the aggregate in any 12 month policy period
Professional indemnity insurance	\$5 million per claim and in the aggregate in any 12 month policy period

Schedule 2 Rates and Fees

The Rates and Fees payable to the Service Provider in respect of the Security Services will be calculated on the pricing rates and in accordance with the Payment Preconditions, both as set out below.

1. Payment Preconditions

- 1.1 Prior to the Service Provider delivering the Security Services at any particular Designated Location, the Purchaser must approve in writing the Scope of Security Services for that Designated Location.
- 1.2 The Purchaser may at any time increase or decrease the Scope of the Security Services at its absolute discretion and any changes in Scope proposed by the Service Provider must be preapproved by the Purchaser in writing.
- 1.3 The Purchaser will only pay for Security Services (including the Service Provider Personnel) that it has approved in accordance with Payment Precondition's 1.1 and 1.2.

For the purposes of the Schedules to this Agreement, **Scope** means the number of Service Provider Personnel at each level of seniority that will deliver the Security Services at each Designated Location. The Service Provider will provide the proposed Scope to the Purchaser, in the form set out in Part 2 of Schedule 5 (or as otherwise directed by the Purchaser), for the Purchaser's approval.

2. GST

All pricing is shown exclusive of GST and is therefore subject to GST at the applicable date.

3. Pricing

Span	Security Officer (per hour)	Supervisor (per hour)
Mon-Fri 0630 - 1830	\$45.21	\$66.38
Mon-Fri 1830 - 0630	\$52.52	\$78.18
Saturday	\$63.49	\$88.50
Sunday	\$81.77	\$118.00
Public Holiday	\$100.05	\$140.13

Pricing is valid to 30 June 2020 (the Review Date), after which we would require an increase in accordance with the below Proposed Annual Price Adjustment.

Proposed Annual Price Adjustment Mechanism

$$A = B + (B \times (C-D)) + (B \times E) + (B \times (F-G)) + (B \times (H-I))$$

where:

A is the New Price;

B is the Price immediately before the Review Date;

C is the Superannuation rate (expressed as a decimal) applicable at the Review Date;

D is the Superannuation rate (expressed as a decimal) applicable at the Prior Review Date;

E is the pay rate increase (expressed as a percentage) as a result of any wage increases announced by Fair Work Australia incurred since the previous Review Date;

F is the Payroll Tax rate (expressed as a decimal) applicable at the Review Date;

G is the Payroll Tax rate (expressed as a decimal) at the prior Review Date;

H is the Long Service Leave rate (expressed as a decimal) applicable at the Review Date;

I is the Long Service Leave rate (expressed as a decimal) at the prior Review Date.

4 Meals

The above prices are inclusive of a meal allowance for the Service Provider's Personnel.

5 Minimum Charge

A minimum shift length and hence minimum charge of four hours applies to all guarding requirements.

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Schedule 3 Specifications

Part 1 – Technical Specifications

N/A

Part 2 – General Specifications

In response to the state of emergency that has been declared in Victoria due to the COVID-19 pandemic, the State of Victoria has agreed to make accommodation, including hotels (collectively call "Hotels"), available to certain Victorians, for the purpose of self-isolation requirements, including to:

- (i) all travellers returning from overseas to Victoria, for an enforced quarantine period of 14-days;
- (ii) health care and associated workers; and
- (iii) vulnerable cohorts of the community, including but not limited to, the elderly, wards of state, the homeless and recently released prisoners.

The Service Provider must provide security services, including all ancillary services associated with the provision of security ("Security Services") at the locations notified by the Purchaser (the Designated Locations), which will include but not be limited to the following Security Services:

Before check in:

- Ensuring that there is an adequate number of Service Provider Personnel in position on floors where guests are staying.

During check in:

- Accompanying guests in the lift up to their floor and to their room. No more than 4 per lift (including the security officer).
- Assisting with arriving busses (such as getting luggage off bus if people need help).
- Being present to manage any on site issues.

Once checked in:

- Maintaining presence on-floors, lobby and front door of each Designated Location.
- Receiving and checking parcels and logging details from courier services approved by the Purchaser only. All deliveries from family and friends to be refused.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer).
- Accepting and delivering food deliveries to rooms for DHHS approved guests only.
- Supporting outdoor breaks for guests in accordance with arrangements agreed at each Designated Location.
- Maintain security: Only allowing persons authorised by the Purchaser to enter each Designated Location.

During check out:

- Assist with the checking out of guests by escorting guests from their rooms to the lobby when directed and assisting with luggage where required.

Escalation of issues:

- The Service Provider will escalate issues as outlined below or as directed by the Purchaser:
 - o Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site as soon as possible.
 - o Dinner / food complaints to be communicated to the Hotel staff.
 - o Any other onsite queries to be communicated to the Purchaser's Designated Location Manager.

At all times:

- respond to routine and emergency incidents;
- In the case of any emergency at any time during the provision of the Services, the Service Provider must call 000.

Amendments to Services

The Purchaser may at any time revise these Services by adding or subtracting parts of the services or how they are delivered, at its sole discretion.

Provision of Services generally**1. Follow directions and Cooperate with Purchaser and Purchaser contractors**

The Service Provider must cooperate with and regularly liaise with the Purchaser including but not limited to:

- following all reasonable directions made by the Purchaser;
- immediately notifying the Purchaser of any issues in relation to the provision of the Services, including but not limited to anything which may create a risk (including health risk) to any of the guests or any other person such as any occupational health and safety incidents, unavailability of the Service Provider's Personnel, known exposure to or infection of COVID-19 of the Service Provider's Personnel, or circumstances which cast doubt on the fitness any of the Service Provider's Personnel to provide the Services;
- cooperating with any other contractors of any nature engaged by the Purchaser; and
- providing reports to the Purchaser as and when requested which will include all information reasonably requested by the Purchaser and be in a form notified by the Purchaser.

2. Service Provider Personnel to wear personal protective equipment

The Service Provider must ensure that the Service Provider Personnel must wear all necessary personal protective equipment (that complies with the relevant public health

standards including but not limited to in relation to COVID-19) at all times while performing of the Security Services.

3. Service Provider Personnel training

The Service Provider acknowledges and agrees that it and its Personnel, while delivering the Security Services, are likely to come into contact with people who have or may potentially have COVID-19.

The Service Provider must (at its cost) and will be responsible for ensuring that before the Service Provider's Personnel perform the Security Services they receive:

- a) adequate training in security, workplace health and safety, customer service and risk management as applicable for the provision of security services and, including but not limited to, in relation to COVID-19;
- b) meet all relevant safety induction requirements for the Designated Locations; and
- c) in addition to the above, have undertaken the Australian Government Department of Health COVID-19 infection control training module, or any and all other COVID-19 awareness training as directed by the Purchaser,

and the Service Provider must ensure that quality management systems, which at a minimum include consideration of the issues listed above, are maintained during the term of the Agreement.

Preferred Quality Systems Standards that should be taken into consideration under the above clause 0 are:

- a) Quality Systems Standards AS/NZS ISO 9001:2008 (including AS/NZS ISO9001:2000);
- b) Australian Standard, AS4421 – 2011 'Guards and Patrols';
- c) Australian and New Zealand Standard, AS/NZS: 31000:2009 Risk Management; and
- d) Australian Standard 4801:2001 Occupational Health and Safety Management.

4. Business Continuity Plan

The Service Provider must have a business continuity plan in place that includes:

- a) contingency arrangements should any Service Provider Personnel become unavailable during the provision of the Security Services, including in accordance with clause 9.3; and
- b) consideration of occupational health and safety for all Service Provider Personnel if there is exposure or infection of COVID-19.

Definition:

Designated Location means, throughout this Agreement, any location that Security Services are to be provided, as notified by the Purchaser to the Service Provider. At the time of entering into this Agreement, they include:

- Crowne Plaza Hotel, 1-5 Spencer St, Melbourne VIC 3008;
- Pan Pacific Hotel Melbourne, 2 Convention Centre Place, South Wharf VIC 3006; and
- Mercure Welcome Melbourne, 265 Little Bourke St, Melbourne VIC 3000.

Schedule 4 VIPP Compliance Matrix

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Schedule 5 Service Level Requirements

Part 1 – Service Level Requirements

N/A

Part 2 – Reporting

Security Services Reporting

Fortnightly reporting is required on delivery of invoices addressing performance against the Security Services, in a form as notified by the Purchaser.

General Reporting

The Service Provider must provide a Scope Report to the Purchaser in relation to the Security Services provided at each Designated Location whenever there is a change in Scope and as and when requested by the Purchaser.

The template for the Service Provider's proposed Scope of Services and any required Scope Reports is as set out below:

Service Provider Scope Report and Scope template

Designated Location:	
Address:	
Start Date:	
Total Floors:	
Total Rooms:	
Notes:	

On duty (per 24-hour period)	Hours Scheduled/Delivered	Daily Cost (M-F)	Evening Cost (M-F)	Daily Cost (Sat)	Daily Cost (Sun)	Daily Cost (P/H)
Supervisors						
Security Officers						
Other Costs (estimate)						
Total Daily Cost						

Schedule 6 Purchaser KPIs

Part 1 – Purchaser KPIs

The Service Provider must ensure that the following KPIs are met:

1. Impacted travellers are transferred in and out of self-isolation on the premises of Designated Locations without incident.
2. Impacted travellers serving their self-isolation period complete their isolation in their hotel room (with outdoor breaks supported as agreed) in accordance with Victorian Government requirements.

Part 2 – Reporting

The Service Provider must submit fortnightly reporting on delivery of Invoices addressing performance against the above KPIs.

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Schedule 7 Service Rebates

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Schedule 8 No Less Favourable Mechanism

- i. In respect of this POC, the Service Provider must at all times pay to each relevant member of its Security Staff, an amount of remuneration for work performed that is no less than the remuneration calculated using:
- (i) the Benchmark Rate of Pay; or
 - (ii) where an Adjusted Rate of Pay exists, the Adjusted Rate of Pay.
- ii. For the purpose of this clause, the following terms are defined as set out below:
- (i) **Benchmark Rate of Pay** means:
 - (A) for ordinary time hours, the minimum ordinary time rate of pay paid to each classification of Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services;
 - (B) for overtime hours, or hours that attract loadings or penalties, the rates paid to each classification of Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services; and
 - (C) for allowances, any monetary allowances paid to Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services.
 - (ii) **Adjusted Rate of Pay** means, from the date that any relevant increases would have been awarded, the Benchmark Rate of Pay plus any increases to the Benchmark Rate of Pay that the Previous Service Provider had committed to award to its Security Staff in respect of the performance of the Site Security Services immediately prior to the Service Provider commencing to provide the Site Security Services.
 - (iii) **Previous Service Provider** means the Service Provider that provided Security Services at the site at which the Site Security Services are (or are to be) provided immediately prior to the Service Provider commencing provision of the Site Security Services.
 - (iv) **Remuneration Information** means all information regarding the remuneration arrangements for the Security Staff in respect of the provision of Site Security Services and which is required to identify the Benchmark Rate of Pay and the Adjusted Rate of Pay for the purpose of any future POC.
- iii. Nothing in subclause (a) above requires the Service Provider to ensure that any member of its Security Staff receives an amount in excess of that required by subclause (a) above.
- iv. For the purpose of implementing and enforcing the requirement in paragraph (a) above, the Service Provider must, at any time upon the request of the Purchaser, provide the Purchaser with the Remuneration Information.
- v. Without limiting any of its other obligations under this POC, the Service Provider must (and must ensure that its Personnel and advisers):
- (i) use and reproduce any Remuneration Information that is provided to it under this clause only for the purpose of performing its obligations under this POC (including under this clause); and

- (ii) not disclose or otherwise make available such Remuneration Information other than to personnel who:
 - (A) have a need to know the information to enable the Service Provider to perform its obligations under this POC; and
 - (B) are legally obliged to keep the information confidential on terms no less onerous than those imposed on the Service Provider under this POC.
- vi. Despite clause **Error! Reference source not found.** of this POC and any other obligations that may be imposed on the Purchaser under the Law (including any Legislative Requirements, the common law or equity), the Purchaser is entitled to disclose, and may disclose, any Remuneration Information (whether provided by the Service Provider under this Schedule 8 or otherwise) as required to give effect to the arrangements contemplated by this POC, Schedule 8 and the SPC Agreement, including by disclosing that Remuneration Information to other service providers on the Panel from which the Purchaser has sought, or intends to seek, a quote to provide Security Services.
- vii. Without limiting its obligations under the SPC Agreement, this POC or the law, the Service Provider must ensure that it has obtained all necessary consents from any Security Staff and any person who employs or engages any Security Staff in order that:
 - (i) the Purchaser can use Remuneration Information provided to them under this POC; and
 - (ii) any other service provider on the Panel to whom the Lead Department or a Purchaser discloses that Remuneration Information to use that information for the purposes of performing its obligations under the SPC Agreement and this POC, without the Lead Department, Purchaser or other service provider infringing any legal rights of the Security Staff or other person, or contravening any Legislative Requirements, including rights in respect of personal information and confidential information.

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Schedule 9 Compliance with Law

In performing its obligations under this Contract and each Purchase Order Contract, the Service Provider must comply with the provisions set out in this Schedule (without limiting any of its other obligations under this Contract or the Purchase Order Contract):

2. Employment practices

The Service Provider agrees, during the Term:

- i. to comply with its obligations, if any, under the *Equal Opportunity Act 2010* (Vic) or the *Disability Discrimination Act 1992* (Cth);
- ii. to comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth);
- iii. not to enter into a sub-contract with an entity named in a report tabled in Commonwealth Parliament by the Director of Workplace Gender Equality as a Service Provider that has not complied with the *Workplace Gender Equality Act 2012* (Cth);
- iv. to comply with such other State and Commonwealth legislation relevant to anti-discrimination as may be relevant to this Contract or a Purchase Order Contract; and
- v. to use its reasonable endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people where there are positions available and there are Aboriginal or Torres Strait Islander people available with suitable qualifications and expertise.

3. Occupational Health and Safety

- i. The Service Provider agrees, when using the Lead Department's or a Purchaser's premises, to comply with all reasonable directions of the Lead Department or Purchaser, including, but not limited to, documented procedures relating to occupational health, safety and security in effect at those premises. This obligation extends to all procedures which are notified to the Service Provider by the Lead Department or a Purchaser (as the case may be) or which might reasonably be inferred by the Service Provider in all the circumstances.
- ii. In addition to the requirements of section 2(a), the Service Provider agrees that, when working on the Lead Department's or a Purchaser's premises, it will comply, and will ensure that its personnel comply, with all applicable Commonwealth, State and local government laws, regulations and procedures relating to occupational health and safety.

4. Code of Conduct

If the Service Provider:

- i. is required to supervise any employees, contractors, subcontractors or agents of the Lead Department or a Purchaser;
- ii. is performing functions and duties on behalf of the Lead Department or a Purchaser at the Lead Department's or the Purchaser's premises; and

- iii. has access to resources and/or information which are not usually accessible by or available to the general public,

then the Service Provider and its employees, contractors, subcontractors and agents must, throughout the Term, observe the Code of Conduct for Victorian Public Sector Employees and such other relevant State Government policies as may be notified by the Lead Department or a Purchaser to the Service Provider.

5. Applicable Industrial Instruments and Applicable Legislation

- i. The Service Provider must not engage in any practice that is contrary to any Applicable Industrial Instrument or Applicable Legislation, insofar as it applies to the Service Provider.
- ii. In addition to any other rights under this Contract, if the Service Provider is in breach of section 4(a), the Lead Department may suspend the operation of this Contract, or the performance of its obligations under it, immediately by notice to the Service Provider for so long as the breach continues.

6. Local Jobs First – Victorian Industry Participation Policy

6.1 Estimate of local content

- i. The Supplier must, in performing its obligations under this Agreement, consider engaging competitive Australian, New Zealand and Victorian suppliers, subject to value for money criteria, wherever possible.
- ii. The Supplier must, in performing its obligations under this Agreement, undertake to achieve [insert numerical percentage estimate of local content] of local content, wherever possible.

6.2 Use of VIPP information

The Supplier acknowledges and agrees that:

- i. the Supplier's estimate of local content will be:
 - (i) included in the Agency's report of operations under Part 7 of the *Financial Management Act 1994* in respect of the Agency's compliance with the VIPP in the financial year to which the report of operations relates; and
 - (ii) provided to the Responsible Minister for inclusion in the Responsible Minister's report to the Parliament for each financial year on the implementation of the VIPP during that year; and
 - (iii) may be disclosed in the circumstances set out in clause 26 or as otherwise required by Law.

7. Definitions

In this Schedule 9:

Applicable Industrial Instruments means an Award or Enterprise Contract that specifically applies to the employees of the Service Provider and is binding on the Service Provider.

Applicable Industrial Instruments and Legislation means all Applicable Industrial Instruments and all Applicable Legislation.

Applicable Legislation means:

- i. *Outworkers (Improved Protection) Act 2003 (Vic)*;
- ii. *Dangerous Goods Act 1985 (Vic)*;
- iii. *Equipment (Public Safety) Act 1994 (Vic)*;
- iv. *Occupational Health and Safety Act 2004 (Vic)*;
- v. *Fair Work Act 2009 (Cth)*;
- vi. *Long Service Leave Act 1992 (Vic)*;
- vii. equivalent legislation in States and Territories other than Victoria; and
- viii. any other legislation designated by the Victorian Government as **Applicable Legislation**.

Award means any award of Fair Work Australia or any tribunal empowered to make industrial awards for Victorian employees or employees in any other State or Territory.

Enterprise Contract means any certified contract of Fair Work Australia or a State industrial department.

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Schedule 10 Transition

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Schedule 11 Bank Guarantee

N/A

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Schedule 12 Supplier Code of Conduct

The Service Provider must adhere to the Supplier Code of Conduct. Refer to <http://www.procurement.vic.gov.au/Suppliers/Supplier-Code-of-Conduct>

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Schedule 13 Disengagement

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Schedule 14 Special Conditions

The following Special Conditions amend the other terms of this Agreement:

Clause Reference	Amendment
Clause 3.12(a) Service Provider to provider equipment	In clause 3.12(a) after the words "for the performance and maintenance (where appropriate) of the Security Services" include the following words: "... and its obligations under this Agreement, including all necessary personal protective equipment to be worn by Service Provider Personnel in accordance with the relevant public health standards including but not limited to in relation to COVID-19."
Clause 15.1 General Liability	In clause 15.1(a): i. Insert the word "releases," after the words "The Service Provider at all times"; and ii. delete subsection (i) and replace with: "personal injury, including sickness and death (Including but not limited to in relation to exposure to or infection from COVID-19);"
Clause 23.4 Privacy	The following words are added to the end of clause 23.4(d)(v): "...including, that the Service Provider must, on request of the Purchaser, procure that any or all of its Personnel complete a personal undertaking relating to confidentiality, in a form provided by the Purchaser."

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Executed as an agreement.

Signed by Simon Phemister, Secretary, a duly
Authorised officer of the Department of Jobs,
Precincts and Regions for and on behalf of the
STATE OF VICTORIA in the presence of:

Personal Information
[Redacted]

Personal Information
[Redacted]

Witness

Charles Rankin

Name of Witness (print)

Executed by Wilson Security Pty Ltd
[ABN 90 127 406 295] in
accordance with section 127
of the Corporations Act:



Personal Information
[Redacted]

Company Secretary/Director

Personal Information
[Redacted]

Name of Company Secretary/Director (print)

Personal Information
[Redacted]

Director

Personal Information
[Redacted]

Name of Director (print)

Personal Information
[Redacted]

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Purchase Order Contract

Purchase Order Contract for the Provision of Security Services

State of Victoria

MSS Security Pty Ltd

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This Agreement is made on

Parties

State of Victoria through the Department of Jobs Precincts and Regions of 1 Spring Street, Melbourne, Victoria 3000 (**Purchaser**)

And

MSS Security Pty Ltd [ABN 29 100 573 966] of Gateway Business Park, Level 2, 63-79 Parramatta Road, Silverwater NSW 2128 (**Service Provider**)

Background

- A. The Service Provider is a Panel member of the State Purchase Contract for the Provision of Security Services (**SPC Agreement**).
- B. The Purchaser wishes to engage the Service Provider to provide Security Services on and subject to the terms of this POC.
- C. This POC is formed in accordance with the SPC Agreement.
- D. The Parties acknowledge that it is their common intention to work together throughout the Term to continuously seek improvement in value, efficiency and productivity in connection with the supply of Security Services under this POC to the mutual benefit of both Parties.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

Unless expressed to the contrary, in this Purchase Order Contract:

SPC Agreement means the agreement entitled "State Purchase Contract: Agreement for the Provision of Security Services" entered between the Lead Department and the Service Provider.

Approved Subcontractor means a Subcontractor engaged to perform some or all of the Service Provider's obligations in accordance with this POC, who or which has been approved in accordance with the approval and notification mechanism set out in clause 6 of this POC and clause 5 of the SPC Agreement.

Bank Guarantee means an irrevocable, enforceable guarantee that the Service Provider is required to obtain from a financier approved by the Purchaser in the form set out in clause 13.

Base Service Level Requirements are defined in clause 3.4(a).

Business Day means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993* (Vic)) in Melbourne.

Business Hours means 8.00am to 6.00pm local time on a Business Day, and a 'Business Hour' means the period of an hour within the hours of 8.00am to 6.00pm local time on a Business Day.

Code of Practice means a code of practice as defined in, and approved under, the PDP Act.

Commencement Date means the date specified as such in **Error! Reference source not found.** of Schedule 1.

Commissioner means the Victorian Commissioner for Privacy and Data Protection appointed under section 96 of the PDP Act.

Confidential Information means Remuneration Information and any technical, scientific, commercial, financial or other information of, about or in any way related to, the Lead Department or a Purchaser, including any information designated by the Lead Department or a Purchaser as confidential, which is disclosed, made available, communicated or delivered to the Service Provider, but excludes information which:

- (a) is in or which subsequently enters the public domain, other than as a result of a breach of an obligation of confidentiality;
- (b) the Service Provider can demonstrate was in its possession prior to the date of the SPC Agreement;
- (c) the Service Provider can demonstrate was developed by it independently of any disclosures previously made by the Lead Department or a Purchaser; or
- (d) is lawfully obtained by the Service Provider on a non-confidential basis from a person who is not bound by a confidentiality agreement with the Lead Department or a Purchaser or otherwise prohibited from disclosing the information to the Service Provider.

Contract Documents means the documents listed in clause 1.4(1).

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Service Provider in the course of providing the Services, except any Intellectual Property Rights in Data.

Control means, in relation to the Service Provider, the ability of any person to, directly or indirectly, exercise effective control over the Service Provider (including the ability to determine the outcome of decisions about the financial operating and other policies of the Service Provider by virtue of the holding of voting shares, units or other interest in the Service Provider by any other means.

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

Data means all data, information, and other Materials in any format whatsoever:

- (a) relating to the Lead Department, which is provided to the Service Provider by or on behalf of the Lead Department; and
- (b) created, generated, stored, processed, retrieved, printed or produced by or on behalf of the Service Provider (or any of its Personnel):
 - (i) utilising data, information or Materials referred to in paragraph **Error! Reference source not found.**; or
 - (ii) otherwise in the course of fulfilling its obligations under this POC or providing Services to Purchasers, including documentation, transition and disengagement plans, manuals, minutes, notes, listings, research material,

references, reports, programs, objects, rules, specifications, standards, flow charts, design drawings, review documents and data models.

Direction includes an agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Disengagement means the transfer of responsibility for the supply of the Security Services (or particular Security Services) from the Service Provider to the Purchaser (or a third party appointed by that Purchaser) by providing the Disengagement Assistance.

Disengagement Assistance means the provision of assistance by the Service Provider (in addition to the continued supply of Security Services) in accordance with Clause 20.2.

Disengagement Period means the period during which the Service Provider must provide Disengagement Assistance to the Purchaser, as determined in accordance with clause 20.3.

Disengagement Plan means a plan for Disengagement produced by the Service Provider in accordance with clause 20.3 and Schedule 13.

Dispute has the meaning given to that term in clause 25.

Enhancement of any Material means a customisation, modification, enhancement or derivative work of that Material.

Expiry Date means the date set out in Item 1 of Schedule 1.

Extension Period means the period or periods specified in Item 1 of Schedule 1.

General Specifications means those specifications set out in Part 2 of Schedule 3.

Health Privacy Principles means the Health Privacy Principles set out in the *Health Records Act 2001* (Vic).

Incumbent Service Provider means a person engaged to provide Legacy Services to the Purchaser up until the Commencement Date.

Information Privacy Principles means the information privacy principles set out in the PDP Act.

Initial Term means the period commencing on the Commencement Date and ending on the Expiry Date.

Insolvency Event means, in relation to the Service Provider, any of the following:

- (a) anything that reasonably indicates that there is a significant risk that the Service Provider is or will become unable to pay debts as they fall due, including:
 - (i) execution or distress being levied against any income or assets of the Service Provider;
 - (ii) a meeting of the Service Provider's creditors being called or held;
 - (iii) a security becoming enforceable or being enforced in relation to any of the Service Provider's assets or undertakings;
 - (iv) a step being taken to make the Service Provider bankrupt or to wind the Service Provider up;
 - (v) the appointment to the Service Provider of a controller or administrator, as defined in section 9 of the Corporations Act;

- (vi) the Service Provider entering into any type of agreement, composition or arrangement with, or assignment for the benefit of, all or any class of its creditors; or
- (vii) the Service Provider being made subject to a deed of company arrangement;
- (b) a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the Service Provider or any of its assets; or
- (c) the Service Provider ceasing, or indicating that it is about to cease, carrying on a business.

Intellectual Property Rights includes all intellectual property rights at any time recognised by law, including 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.

IPR Claim has the meaning given to that term in clause 15.1(c).

Laws means:

- (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State of Victoria or local or other government in force in the State of Victoria, irrespective of where enacted; and
- (b) lawful requirements of any government or government department or other body or a governmental, semi-governmental, judicial, municipal, statutory or public entity or authority (including a statutory authority or a State-owned enterprise), a self-regulatory authority established under statute or a stock exchange (wherever created or located) or a person (whether autonomous or not) who is charged with the administration of the law.

Lead Department means the Department of Treasury and Finance on behalf of the State of Victoria.

Legacy Service means a service that is the same, or substantially the same, as one of the Security Services, and/or which will be replaced by Security Services in one of the Service Categories, which, as at the Commencement Date is being supplied to one or more Purchasers under contracts formed prior to the Commencement Date.

Material includes anything in which Intellectual Property Rights can exist.

Model Litigant Guidelines means the guidelines regarding the conduct of litigation by the State, its departments and agencies, as updated from time to time.

Moral Rights means moral rights under or in connection with the *Copyright Act 1968* (Cth).

New Security Service means:

- (a) a Security Service in a Service Category in respect of which the Service Provider is not appointed to the Panel; or
- (b) a service:
 - (i) that is materially different from any of the Security Services being offered and/or supplied under this POC; and
 - (ii) for which there are no agreed Rates and Fees.

No Less Favourable Mechanism means the terms and conditions set out in Schedule 8.

Notice of Intent means a notice issued by the Service Provider to the Purchaser prior to the engagement of any subcontractor, seeking the Purchaser's written approval as required under clause 6 this POC.

Panel means the panel of service providers appointed by the Lead Department to deliver Security Services in one or more of the Security Categories.

PDP Act means the *Privacy and Data Protection Act 2014* (Vic).

Personal Information has the meaning given to that term in the PDP Act and includes, for the purposes of this POC, health information, as that term is defined in the *Health Records Act 2001* (Vic).

Personnel means any employee, officer, director, principal, partner, or equivalent positions of the Service Provider or any Subcontractor.

POC means this Purchase Order Contract.

POC Contract Manager means the person appointed to that position in accordance with clause 5.1(a).

POC Relationship Manager means the person nominated by the Service Provider pursuant to clause 5.1(b) including their replacements.

Policies means the policies specified in Schedule 9.

Pre-Existing Intellectual Property of a party, means all Materials:

- (1) owned by or licensed to that party as at the Commencement Date; and/or
- (2) developed by or on behalf of a party independently of this POC, together with all Enhancements to those Materials created by that party in the course of fulfilling obligations, or exercising rights or remedies, under this POC.

Price Schedule means the schedule of prices set out in Part 1 of Schedule 2.

Protective Data Security Standard means any standard issued under Part 4 of the PDP Act.

Purchaser KPIs means the key performance indicators set out in Part 1 of Schedule 6.

Rates and Fees means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Service Provider for the provision of specified Security Services, and the fees payable (fixed or otherwise) to the Service Provider for the provision of specified Security Services, determined in accordance with Schedule 2.

Related Company means a 'related body corporate' as defined in the Corporations Act.

Remuneration Information is defined in Schedule 8

Request for Security Services means a request issued by the Purchaser to the Service Provider under the framework established by clause 6 of the SPC Agreement which details the Security Services required by the Purchaser.

Request for Tender means the request for tender issued by the Lead Department for the provision of Security Services and any subsequent requests for tender the Lead Department may issue in respect of Security Services.

Security Services means the Security Services in the applicable Service Categories as set out in the Statement of Services in Schedule 3 that the Service Provider is required to deliver under this POC.

Security Services Proposal has the meaning given to that term in clause 6.2 of the SPC Agreement.

Security Staff means Personnel supplied or deployed by the Service Provider to perform (directly or indirectly) Security Services for the Purchaser.

Security Staff Register is defined in clause 9.1(h).

Service Categories means the categories of Security Services as set out in the Statement of Services in Schedule 3.

Service Levels has the meaning given by clause 3.3.

Service Level Requirements means the Base Service Level Requirements any additional service level requirements set out in Part 1 of Schedule 5.

Service Rebate means the amount by which the Rates and Fees paid by the Purchaser will be reduced for failure by the Service Provider to meet a Service Level Requirement in accordance with clause 3.14.

Sites means the sites owned or controlled by the relevant Purchaser which are listed in this POC.

Specifications means the General Specifications and the Technical Specifications which the Service Provider must comply with in delivering the Security Services under this POC.

Staff Costs means Pay as You Go tax, withholding tax, superannuation contributions or charge amounts, fringe benefits tax, workers' compensation insurance premiums, payroll tax and any like taxes and charges arising out of or in relation to this POC, or any engagement arising under this POC (together with all interest or penalties payable by reference to those costs).

Subcontract means a contract under which a Subcontractor is engaged or contracted.

Subcontractor means any third party (whether an individual or an incorporated or unincorporated entity) that is engaged or contracted, whether by the Service Provider or by a third party, to supply goods or services to the Service Provider or third party, in order for the Service Provider to meet its obligations under this POC, and includes any Related Company of the Service Provider that supplies, or will supply, goods or services to the Service Provider in order for the Service Provider to meet its obligations under this POC.

Supplier Code of Conduct means the Supplier Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time) as set out in Schedule 12.

Statement of Services means the statement set out in Schedule 3 listing the Security Categories and their respective Security Services.

Tax Invoice has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Technical Specifications means those technical specifications applicable to the Security Services provided under this POC which appear in Schedule 3.

Tender Documentation means the Request for Tender and the documentation submitted by the Service Provider in response to the Request for Tender in the form finally accepted by the Lead Department.

Term means the duration of this POC, which is specified in accordance with clause 2.

Transition means in relation to the supply of one or more Security Services under this POC, the progressive implementation by the Service Provider of the supply of the Security Services in place of either:

- (a) Legacy Services supplied by that Service Provider; or
- (b) services supplied by an Incumbent Service Provider,
- (c) in accordance with the Transition Plan.

Transition Plan, in respect of Security Services to be provided to the Purchaser, means a plan to effect Transition developed and approved under clause 3.11.

Victorian Public Sector Commission (VPSC) Code of Conduct means, for the Service Provider and each of its Personnel, the Code of Conduct for Public Sector Employees 2015, issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) (as amended or replaced from time to time), unless the Security Services are Security Services of a kind usually provided by the directors of Victorian public entities or the Lead Department is a special body, in which case it means either the Code of Conduct for Directors of Victorian Public Entities 2016 or the Code of Conduct for Victorian Public Sector Employees of Special Bodies 2015 (each issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) and as amended from time to time).

VIPP means the Victorian Industry Participation Policy (as amended from time to time), available at the website of the Department of Economic Development, Jobs, Transport and Resources (or its applicable successor).

Wilful Default means:

- (a) an intentional breach; or
 - (b) the reckless disregard,
- by a party of any of its obligations under this POC.

1.2 Interpretation

Unless expressed to the contrary, in this POC:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, permitted assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) references to months are references to calendar months;
 - (vi) "\$", "dollars" or "AUD" is a reference to the lawful currency of the Commonwealth of Australia;
 - (vii) the Lead Department is a reference to the Crown in right of the State of Victoria;
 - (viii) a reference to a "Department" in the Specifications is a reference to the Purchaser under this POC; and
- (g) if the date on or by which any act must be done under this POC is not a Business Day, the act must be done on or by the next Business Day;
 - (h) the obligations of the Service Provider, if more than one person, under this POC are joint and several and each person constituting the Service Provider acknowledges and agrees that it will be causally responsible for the acts and omissions, including breaches of this POC, of the other as if those acts or omissions were its own; and
 - (i) the rights of the Service Provider, if more than one person, under this POC, jointly benefit each person constituting the Service Provider (and not severally or jointly and severally).

1.3 Headings

Headings do not affect the interpretation of this POC.

1.4 Precedence of Documents

- (a) The documents comprising this POC must be read in the following order of precedence:
 - (i) Schedule 14 (Special Conditions);
 - (ii) the terms and conditions of this POC;
 - (iii) the terms of the Security Services Proposal provided in response to the Request for Security Services; and
 - (iv) the terms of the Request for Security Services submitted by the Purchaser;
 - (v) Technical Specifications;
 - (vi) General Specifications;
 - (vii) Schedule 2 (Rates and Fees);
 - (viii) the remaining Schedules to this POC,
 - (Contract Documents).**
- (b) Where any inconsistency or conflict occurs between the provisions of any two or more Contract Documents, the inconsistency or conflict is to be resolved in accordance with the above precedence of documents.
- (c) The parties acknowledge that the General Specifications are intended to prescribe minimum standards and requirements for the delivery of the respective Security Services, and that the Technical Specifications specify standards and requirements, applicable to the delivery of Security Services to the Purchaser, which may add to,

amend or replace the standards and requirements in the General Specifications.
For the avoidance of doubt:

- (i) unless a standard or requirement relating to a given Security Service specified in the Technical Specifications is expressed to apply to the exclusion of, or replace completely, a standard or requirement in the General Specifications, then the applicable standards and requirements for that Security Service will be a combination of the standards and requirements for that Security Service in both the Technical Specifications and General Specifications;
- (ii) where the Technical Specification prescribes that a particular standard or requirement in the General Specification, applicable to a Security Service, is amended in a particular manner, then the General Specification for that Security Service will be construed as if it was amended in the manner specified in the Technical Specification;
- (iii) where, as a result of applying the construction principle in paragraph (i) above, a standard or requirement in the Technical Specification conflicts, or is inconsistent, with a standard or requirement in the General Specification, then the standard or requirement in the Technical Specification prevails to the extent of the conflict or inconsistency; and
- (iv) if the Technical Specification is silent in relation to a particular standard or requirement applicable to a Security Service, then the applicable standards and requirements for that Security Service will be those specified in the General Specification.

1.5 Entire understanding

- (a) The Contract Documents contain the entire understanding between the Parties as to the subject matter of this POC.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this POC are merged in and superseded by this POC and are of no effect.
- (c) Terms and conditions imposed by the Service Provider with respect to the supply of Security Services are not incorporated into this POC in any respect. Despite the previous sentence, should any Service Provider terms and conditions be incorporated into any part of this POC, those terms and conditions will not be binding on the parties, nor will they have any legal effect.
- (d) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this POC; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the Parties.

1.6 Schedule 14 Special Conditions

Any Special Conditions provided in Schedule 14 alter the terms of this Agreement.

2. Term of the POC

2.1 Initial Term

- (a) Subject to clause 2.1(b), this POC:

- (i) commences on the Commencement Date; and
- (ii) subject to the rights under this POC to terminate this POC, continues for:
 - (A) the Initial Term; and then
 - (B) subject to clause 2.2, the Extension Period,
 until the end of the Disengagement Period.
- (b) If the SPC Agreement terminates or expires prior to the expiration or termination of this POC in accordance with clause 2.1, this POC will expire automatically 12 months after the date on which the SPC Agreement terminates or expires.

2.2 Extension

- (a) Subject to clause 2.2(c), the Purchaser may elect, by notice in writing to the Service Provider, to extend the Term of this POC for the Extension Period(s).
- (b) Any such further term or terms will be on the same terms and conditions as this POC (excluding, in respect of the final further period, this clause 2.2)
- (c) The duration of this POC may not continue more than 12 months beyond the expiry or termination of the SPC Agreement. Any extension of this POC under this clause 2.2 made prior to the expiry or termination of the SPC Agreement, which extends the duration of this POC to a date that is more than 12 months after the date of expiry or termination of the SPC Agreement, such extension will be deemed an extension only to the date that is 12 months beyond the expiry or termination of the SPC Agreement. Once the SPC Agreement expires or is terminated (for any reason), irrespective of the length of the Extension Period, a Purchaser may only elect to extend the duration of this POC only up to the date that is 12 months beyond the expiry or termination of the SPC Agreement.

2.3 Duration of Disengagement Period

- (a) For the purposes of this POC, the Disengagement Period commences on the earlier to occur of the following:
 - (i) the date on which termination of this POC under clause **Error! Reference source not found.**19 takes effect;
 - (ii) if the SPC Agreement expires or is terminated, 6 months after the date of such expiry or termination;
 - (iii) if the Purchaser does not elect to extend the duration of this POC under clause 2.2, one month prior to the expiry of the Initial Term; or
 - (iv) if the Purchaser elects to extend the duration of this POC under clause 2.2, and:
 - (A) if it is able to extend such duration only once, and exercises such right to extend, one month prior to the expiry of the Extension Period; or
 - (B) if it is able to extend such duration more than once, and does not exercise a particular right to extend, one month prior to the expiry of the then-current Extension Period.
- (b) The Disengagement Period ends 6 months after the commencement of Disengagement, unless the Purchaser notifies the Service Provider in writing that the Purchaser wishes to:

- (i) extend the Disengagement Period in accordance with clause 20.6, in which case the Disengagement Period will be extended in accordance with that clause; or
- (ii) end the Disengagement Assistance earlier, in which case the Disengagement Period will end on the date specified in that notice.

3. Performance of Security Services

3.1 New Security Services

- (a) This clause applies to any New Security Services:
 - (i) in respect of which the Service Provider is appointed to the Panel; and/or
 - (ii) which are added to Schedule 2 of the SPC Agreement, under clause 7.2 of the SPC Agreement.
- (b) During the Term, the Purchaser may make a written request to the Service Provider to expand the scope of the Security Services to be performed by the Service Provider under this POC to include particular New Security Services. The written request must be in the form of a 'Request' under clause 6.1 of the SPC Agreement.
- (c) If the Service Provider receives a Request for any New Security Services under clause 3.1(b), the Purchaser must provide the Service Provider with a written proposal in the form of a 'Security Service Proposal' in accordance with clause 6.2 of the SPC Agreement in respect of those New Security Services and (if required) a document detailing any proposed amendments to this POC.
- (d) The Service Provider undertakes that in determining the Rates and Fees for any New Security Services, it will have regard to the obligations contained in clause 8.1 and, to the extent that it is reasonably possible to do so, will calculate the Rates and Fees for any New Security Services using the same, or substantially the same, methodology as that on which the Rates and Fees for the current Security Services was calculated.
- (e) Should the Purchaser accept:
 - (i) the proposal issued by the Service Provider under clause 3.1(c) and any amendments to this POC proposed by the Service Provider, this POC will be amended to reflect the addition of the relevant New Services and changes to Schedule 2, the Price Schedule and other matters specified in the proposal; and
 - (ii) the Service Provider must promptly provide to the Purchaser an updated version of Schedule 2 containing a list of all Security Services and Security Service Categories, including their respective Rates and Fees.
- (f) If the Purchaser does not accept (or rejects) the proposal issued by the Service Provider under clause 3.1(c) or any amendments to this POC proposed by the Service Provider, this POC will remain unamended and enforceable in accordance with its then-current terms.
- (g) For the avoidance of doubt, the Purchaser may request particular New Security Services from another service provider on the Panel, as part of a competitive process, provided that such other service provider is appointed to the Panel in respect of those New Security Services.

3.2 Removal of Services

- (a) The Service Provider acknowledges that the Purchaser will, on an ongoing basis, monitor the performance of the Service Provider and security services market to ensure the scope and the nature of the Security Services provided by the Service Provider continues to meet the Purchaser's requirements.
- (b) Without limitation to any other term of the SPC Agreement and this POC, the Purchaser may, in its absolute discretion, periodically review the Security Services provided under this POC and may, at any time after the Commencement Date, notify the Service Provider that it requires specific Security Services to be removed and/or reduced .
- (c) Following the Purchaser's notification of the removal of Security Services to the Service Provider, the Service Provider must promptly provide to the Purchaser an updated version of Schedule 2 to reflect the change to Rates and Fees as a result of the removal and/or reduction in the Security Service. Should the Purchaser agree to the updated version of Schedule 2 provided by the Service Provider under this clause 3.2(c), the updated Schedule 2 will be deemed to form part of this POC from the date of agreement.
- (d) The Service Provider will not be entitled to any compensation or payment arising from the exercise by the Purchaser of its rights under this clause 3.2.

3.3 Service Standards

- (a) Without limitation to any other provision in this POC, the Service Provider must provide the Security Services to a standard that complies with:
 - (i) the General Specifications and any Technical Specifications contained in Schedule 3;
 - (ii) the Service Level Requirements;
 - (iii) the Lead Department KPIs contained in the SPC Agreement; and
 - (iv) any Purchaser KPIs set out in Schedule 6,
(Service Levels).

3.4 Service Level Requirements

- (a) In providing the Security Services and discharging its obligations under this POC, the Service Provider must ensure that its standards of performance meet or otherwise exceed the following base service level requirements:
 - (i) provide the Security Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected of a prudent expert and experienced provider of services that are similar to the subject Security Services;
 - (ii) ensure the highest quality of work and the delivery of Security Services with the utmost efficiency;
 - (iii) act in good faith and in the best interests of the Purchaser;
 - (iv) comply with all statements or representations as to its performance or the provision of the Security Services set out in any documents provided to the Purchaser in the process of entering into this POC;

- (v) keep the Purchaser informed of all matters of which it ought reasonably be made aware and provide such information in relation to the provision of Security Services as may reasonably be required by the Purchaser;
- (vi) comply with all reasonable directions of, and have regard to such requirements, as may be conveyed to it by the POC Contract Manager, Purchaser or an authorised representative of the Purchaser with respect to the Security Services required;
- (vii) carry out its obligations and duties and complete the provision of the Security Services to the reasonable satisfaction of, and in accordance with, the requirements of the Purchaser; and
- (viii) perform the Security Services in line with the strategic intent and fundamental principles of the SPC Agreement,

(Base Service Level Requirements).

- (b) Without limiting the Base Service Level Requirements, in providing the Security Services, the Service Provider must further ensure that its standards of performance comply with the additional service level requirements (if any) specified by the Purchaser in Schedule 5 of this POC. The service level requirements in Schedule 5 of this POC are, unless otherwise specified, to be construed to give effect to the Base Service Level Requirements.
- (c) Performance against the Service Level Requirements must be tracked, monitored and reported on by the Service Provider to the Purchaser by the measurement periods and categories set out in Part 2 of Schedule 5.
- (d) The Parties acknowledge and agree that the purpose of the Service Level Requirements is to ensure performance by the Service Provider meets or otherwise exceeds the minimum level specified, with the aim of continuous improvement in meeting the identified Service Level Requirements (including measurable improvements in value, efficiency and productivity year on year) and Purchaser KPIs, thereby increasing the benefits to the Parties during the Term.
- (e) The Purchaser may, from time to time and in its discretion (but at all times acting reasonably), amend, add to or delete any of the measurements and tolerances in the Service Level Requirements specified in Schedule 5 by giving the Service Provider not less than 30 days prior written notice of such amendment, addition or deletion. For the avoidance of doubt, this provision does not apply to the Base Service Level Requirements.

3.5 Purchaser KPIs

- (a) Without limiting its obligations under this POC, the Service Provider must comply with the Purchaser KPIs as set out in Part 1 of Schedule 6.
- (b) The Service Provider must track, monitor and report its Performance against the Purchaser's KPIs to the Purchaser in accordance with clause 4.1 and the measurement periods and categories set out in the Technical Specifications.
- (c) The Parties acknowledge and agree that they will cooperate with any request for reporting on the Purchaser's KPIs by the Lead Department pursuant to the SPC Agreement and will report truthfully and in good faith.
- (d) The Parties acknowledge and agree any Purchaser KPI is a Service Level and that the purpose of any Purchaser KPI, is to ensure a minimum level of performance by the Service Provider, with the aim of striving for continuous improvement in

meeting the identified Purchaser KPIs (including measurable improvements in value, efficiency and productivity year on year), thereby increasing the benefits to the Purchaser or both the Purchaser and the Service Provider during the Term.

- (e) The Purchaser may from time to time and in its discretion (but at all times acting reasonably), amend, add to or delete any of the measures and tolerances in the Purchaser KPIs by giving the Service Provider not less than 30 days prior written notice of such amendment, addition or deletion.

3.6 Amendment to Purchaser KPIs and or Service Level Requirements

- (a) If the Purchaser makes a material amendment, addition or deletion to the measures and tolerances applicable to either:
 - (i) the core operational Service Level Requirements in accordance with clause 3.4(e); or
 - (ii) the core operational Purchaser KPIs in accordance with clause 3.5(e),
 the Service Provider may request a review of the Rates and Fees applicable to the provision of the Security Services.
- (b) Any review pursuant to clause 3.6 will be negotiated by the Purchaser and the Service Provider in good faith. Following the review, and subject to clause 3.6(c), the Rates and Fees applicable to the provision of the Security Services will, in the case of an increase, only be increased to the extent that the Service Provider demonstrates, to the reasonable satisfaction of the Purchaser (having regard to the then applicable Rates and Fees), that the amendment, addition or deletion to the Service Level Requirements results in an increase to the cost to the Service Provider of providing the Security Services.
- (c) If the Purchaser has agreed to revised Rates and Fees as a result of a material amendment, addition or deletion to the measures and tolerances in the core operational Service Level Requirements (Revised Rates and Fees), the Purchaser will notify Purchasers of the Revised Rates and Fees.

3.7 Amendment to the Lead Department KPIs under the SPC Agreement

- (a) Without limiting anything in this clause, if the Purchaser elects to incorporate revised Lead Department KPIs into this POC, the Revised Rates and Fees as determined in accordance with clause 8.6 of the SPC Agreement will apply.

3.8 Purchaser KPI Breach Notice and Action Plan

- (a) Without limiting any other provision of this POC, if the Service Provider fails to meet all the Purchaser KPIs in any given month, the Purchaser may, in its sole discretion, issue a notice (Purchaser KPI Breach Notice) to the Service Provider. The KPI Breach Notice must set out:
 - (i) the Purchaser KPI in issue;
 - (ii) the breach; and
 - (iii) when the Purchaser needs the breach to be rectified.
- (b) Within 7 Business Days of receipt of the Purchaser KPI Breach Notice, the Service Provider must provide, in writing, a detailed plan (Action Plan) to achieve compliance with the Purchaser KPI set out in the Purchaser KPI Breach Notice.

- (c) Within 7 Business Days of the Purchaser's receipt of the Action Plan required under clause 3.8(b), the Purchaser must notify the Service Provider that it:
 - (i) agrees with the course of action suggested by the Service Provider; or
 - (ii) considers that further, or other, actions are required by the Service Provider.
- (d) To the extent that the Purchaser considers that further, or other, actions are required by the Service Provider, the parties shall meet and agree on a final Action Plan.
- (e) The Service Provider must comply with all actions specified in the Action Plan within the time limits specified therein.
- (f) If the Service Provider is unable to comply with its obligations in clause 3.8(e), it must, as soon as reasonably possible:
 - (i) inform the Purchaser of:
 - (A) the delay;
 - (B) the reasons for the delay; and
 - (C) the likely time for compliance with its obligations; and
 - (ii) seek the Purchaser's consent to an extension of time to comply with its obligations.
- (g) If the Service Provider is unable to perform in accordance with an agreed Action Plan, or if the Action Plan is not effective in ensuring the Service Provider's ongoing compliance with the Purchaser KPIs, either party may initiate a meeting to review the Action Plan and agree any necessary changes to it.
- (h) A failure by the Service Provider to comply with an Action Plan or a failure to address the Service Provider's non-compliance with the Purchaser KPI's to the Purchaser's reasonable satisfaction, will be considered a material breach of this POC.

3.9 Service Provider obligations

Without limiting any other obligation of the Service Provider under this POC, in carrying out the Security Services, the Service Provider must:

- (a) comply with the requirements of the relevant Service Category or Service Categories for which the Service Provider is appointed to the Panel;
- (b) perform each of the Security Services in accordance with Purchaser's Technical Specifications, the General Specifications and any other Documentation specified in Item 8 of Schedule 1;
- (c) provide the Security Services to a standard that reaches or exceeds the Purchaser KPIs;
- (d) use all reasonable efforts to inform itself of the requirements of the Purchaser regarding the Security Services and in particular shall:
 - (i) inspect the Sites where required by this POC;
 - (ii) examine the Specifications and any other information supplied by the Purchaser;
 - (iii) ensure Security Staff have an understanding of any safety induction requirements for the Sites;

- (iv) provide such further information in relation to the provision of the Security Services as reasonably required by the Purchaser;
- (v) protect the wellbeing of those who live, visit and work on the Sites;
- (vi) protect the property of the Purchaser as well as the property of the tenants and visitors to the Sites; and
- (vii) maintain a security presence consistent with the requirements of the Sites; and
- (viii) make all other reasonable inquiries.

3.10 Working with other contractors

- (a) The Service Provider acknowledges that the Purchaser may have other contractors on the Sites where the Security Services are to be performed.
- (b) The Service Provider shall not do anything to cause the Purchaser to be in breach of the Purchaser's contracts with those contractors.
- (c) Where a third party provides Security Services to the Purchaser which are related to, or otherwise necessary for the Purchaser to receive the Security Services, the Service Provider agrees to provide all reasonable assistance to ensure the Purchaser receives these Security Services in a seamless and efficient manner.

3.11 Transitional assistance

- (a) It is acknowledged that Transition may be required:
 - (i) if the Service Provider is not providing Legacy Services prior to the Purchaser entering into this POC; or
 - (ii) for the supply of one or more Security Services in respect of a particular Site or particular Sites, where:
 - (A) the required Security Services have not been supplied to that particular Site or those particular Sites previously, either by an Incumbent Service Provider or at all; and/or
 - (B) due to the Site or Sites in respect of which Security Services are to be supplied, the Service Provider will, or is likely to, be required to undertake further assessment or analysis, and/or installation of equipment.
- (b) Unless it is specified in Schedule 10 that this clause 3.11 will not apply in respect of any of the Security Services to be supplied under this POC, this clause 3.11 will apply.
- (c) Within 20 Business Days of the Commencement Date, the Supplier must develop, document and submit to the Purchaser, for its approval, a draft plan to effect Transition that:
 - (i) reflects the principles and addresses the requirements for Transition that are specified in Schedule 10; and
 - (ii) is otherwise consistent with the terms of this clause 3.11.
- (d) Once approved by the Purchaser, the draft plan will be the Transition Plan in respect of the Security Services to be provided under this POC.

- (e) If the Service Provider fails to obtain the Purchaser's approval of a draft transition plan required to be provided under paragraph (c) within 30 Business Days of the Purchaser issuing a Purchase Order:
- (i) that failure will constitute a material breach by the Supplier; and
 - (ii) without limiting the Purchaser's other rights or remedies arising from that failure, the Purchaser may, by written notice, terminate this POC.
- (f) The Service Provider must effect Transition in respect of the Security Services in accordance with the Transition Plan that has been approved by the Purchaser under this 3.11 in respect of those services. Without limiting the previous sentence, the Service Provider must:
- (i) produce, and submit to the Purchaser, the deliverables specified in the Transition Plan in accordance with the timetable specified in the Transition Plan;
 - (ii) complete the tasks, and achieve the milestones, specified in the Transition Plan;
 - (iii) effect overall management of the Transition in accordance with the Transition Plan;
 - (iv) make changes to the Transition Plan as reasonably requested by the Purchaser from time to time;
 - (v) identify and resolve, or assist the Purchaser to resolve, any problems or issues that will or may prevent or delay the completion of tasks or achievement of milestones;
 - (vi) keep the Purchaser's POC Contract Manager informed of the current status of the Transition Plan activities through reports, proactive discussions, and the proactive sharing of information;
 - (vii) as reasonably required by the Purchaser, assist with the transition from the provision of services and products by an Incumbent Service Provider (other than the Supplier) to the supply of Security Services in accordance with this POC, and so as to cause no disruption to the operations and functions of the Purchaser, other than to the extent expressly contemplated by the Transition Plan;
 - (viii) without limiting paragraph (vii), liaise with the Incumbent Service Provider to facilitate the timely and effective completion of Transition;
 - (ix) unless the Transition Plan specifies otherwise, provide the Purchaser with weekly progress reports that describe in reasonable detail the current status of the Transition, identify any actual or anticipated problems or delays and propose solutions to those problems or delays. The Service Provider must provide such supporting information as is reasonably required to enable the Purchaser to assess and, if necessary, verify, each such report; and
 - (x) perform Transition in a way that minimises disruption to the Purchaser's business and operations and the discharge of its statutory and legal duties.
- (g) A failure by the Service Provider to:
- (i) submit any deliverable specified in the Transition Plan on or before the due date in the Transition Plan; or

- (ii) achieve any milestone specified in the Transition Plan on or before the date specified in the Transition Plan for its achievement (including the completion of Transition),

constitutes a material breach by the Service Provider.

- (h) Transition in respect of the Security Services to be provided under this POC will not be complete until the Service Provider has completed and submitted all deliverables, and completed all tasks and milestones, specified in the Transition Plan.
- (i) The Purchaser will make a determination as to whether deliverables, tasks and milestones have been completed by reference to the process and/or criteria specified in the Transition Plan, and will notify the Supplier as to its determination by written notice.

3.12 Service Provider to provide equipment

- (a) The Service Provider must provide any and all equipment (including computer hardware, software and any ancillary support) necessary for the performance and maintenance (where appropriate) of the Security Services. The Service Provider must ensure that:
 - (i) such equipment is suitable for deployment in the delivery of Security Services, and conforms to all applicable Laws, Policies, codes of conduct and industry standards;
 - (ii) it holds, at all times, all necessary licences, certification, permits or other authorities to possess and use such equipment; and
 all Personnel that use or operate such equipment are suitably trained and experienced in the use and operation of such equipment, and hold all licences, certifications, permits or other authorities that are required by Law in order that such Personnel may use or operate such equipment lawfully.

3.13 Time of the essence

Time will be of the essence in the performance of this POC.

3.14 Service Rebates

- (a) In addition to any other rights of the Purchaser, the Service Provider agrees to pay to the Purchaser the amount specified in Schedule 7 as a result of any failure of the Service Provider to meet a Service Level or a Purchaser KPI (Service Rebate).
- (b) The application of all Service Rebates for this POC is capped at 100% of the Rates and Fees paid or payable in accordance with the Price Schedule.
- (c) The Service Provider:
 - (i) agrees that the Service Rebates represent a reasonable and genuine pre-estimate of the minimum anticipated or actual loss or damage which would be incurred by the Purchaser as a result of the Service Provider not meeting the Service Level Requirements and/or Purchaser KPIs;
 - (ii) acknowledges that the parties wish to avoid the difficulties of proof of damages, and to this end, agrees that the Service Rebates payable are reasonable and are not a penalty;

- (iii) undertakes that it will not challenge or seek to set aside the Service Rebates on the basis that they are a penalty or are otherwise unenforceable;
- (iv) separately indemnifies the Purchaser in relation to any loss, damage, cost or expense (including legal expense) it incurs in the event of the Service Provider at any time challenging or seeking to set aside the Service Rebates on the basis that they are a penalty or are otherwise unenforceable; and
- (v) agrees that the damages recoverable by the Purchaser under clause 3.14(c)(iv) above includes the amount of any Service Rebates which the Service Provider has sought to challenge as being unenforceable.

3.15 Drug and alcohol testing

- (a) If the Purchaser has included the requirement that the Security Staff agree to submit to drug and/or alcohol testing in a Request for Security Services, the Service Provider must ensure that all Security Staff allocated to this POC, including those employed or engaged by Subcontractors, have consented to such testing consistent with the requirement stated in the Request for Security Services.
- (b) To the extent that Security Staff have not consented to testing, the Service Provider must not allow those Security Staff to perform Security Services under this POC.

4. Reporting requirements

4.1 Service Level Reporting to the Purchaser

- (a) Performance against the Service Levels, being the Service Level Requirements and the Purchaser KPIs will be in accordance with Part 2 of Schedule 5 and Part 2 of Schedule 6 respectively.
- (b) The Service Provider acknowledges that, in addition to its general reporting requirements, it must provide the Purchaser with a statutory declaration (or other appropriate document) every quarter to confirm its compliance with the No Less Favourable Mechanism.
- (c) The Purchaser may, at any time, inspect and request Remuneration Information from the Service Provider for the purpose of auditing compliance with the No Less Favourable Mechanism and the Service Provider warrants that it will cooperate with any such request in good faith. Failure to comply with this clause 4.1(c) shall be taken to be a material breach of this POC.
- (d) In addition to the reports required under clause 4.1(a), the Service Provider must provide to the POC Contract Manager:
 - (i) reports upon the request of the Purchaser in the format and containing the matters specified in Part 2 of Schedule 5 and Part 2 of Schedule 6 at no cost to the requesting party; and
 - (ii) all other data or information that the Purchaser or the POC Contract Manager may request to enable it to adequately assess the performance of the Service Provider,
 - (iii) within 24 hours of the request.
- (e) The Purchaser may, from time to time, and in its absolute discretion (but at all times acting reasonably), request that the Service Provider report against the

Purchaser KPIs. The Service Provider must report truthfully and in good faith, and will cooperate with the Purchaser's request.

5. Contract management

5.1 Nominated persons

For the purposes of ensuring a productive and efficient relationship between the Purchaser and the Service Provider under and in respect of this POC:

- (a) the Purchaser nominates the person or persons specified in Item 2 of Schedule 1 as its POC Contract Manager; and
- (b) the Service Provider nominates the persons specified in Item 2 of Schedule 1 as its:
 - (i) POC Relationship Manager and alternates; and
 - (ii) Site Manager, in respect of each of the site(s) and/or location(s) at which Security Services are being provided.

5.2 Roles and responsibilities of the POC Contract Manager and POC Relationship Manager

- (a) It is the intention of the Parties that the roles of the POC Contract Manager and POC Relationship Manager will be to deal with all queries or relating to contract management, the relationship of the Parties and the overall operation of this POC.
- (b) The POC Relationship Manager and Site Manager(s) must be available at all times during Business Hours, and at all other times following reasonable notice by the POC Contract Manager, to meet with the POC Contract Manager and discuss any matters arising under or in connection with this POC.

5.3 Replacement of nominated persons

- (a) The Purchaser may, from time to time, nominate a replacement POC Contract Manager by notice in writing to the Service Provider. The appointment of the replacement POC Contract Manager will be effective for the purposes of this POC from the date on which notice is given to the Service Provider.
- (b) The Service Provider may only replace a POC Relationship Manager if:
 - (i) the proposed replacement POC Relationship Manager is of an equal or higher seniority as the POC Relationship Manager or alternate to be replaced; and
 - (ii) the change to the POC Relationship Manager will not adversely affect the quality of the relationship between the Purchaser and the Service Provider.
- (c) Unless otherwise agreed, a replacement POC Relationship Manager or alternate (as the case may be) must be appointed no later than 5 Business Days after the previous POC Relationship Manager or alternate ceases to act in that capacity.
- (d) The POC Contract Manager may delegate its powers and functions to any person as long it notifies the Service Provider in writing which functions it is delegating and to whom (including the delegate's title).

5.4 Responsibility Chart

- (a) To further detail the role and responsibilities of the persons nominated in clause 5.3 if requested by the Purchaser in writing, the Service Provider will, promptly following its entry into this POC, prepare a chart identifying the key tasks and obligations under this POC, and the Party or person responsible for completing or otherwise performing the relevant task or obligation (a Responsibility Chart).
- (b) To assist with the management and successful implementation of the tasks and obligations contained in this POC, the Parties agree to regularly review and update the Responsibility Chart throughout the Term.

5.5 Contract management and performance review

- (a) The POC Contract Manager and the POC Relationship Manager must meet at the time and in the manner specified in Item 8 of Schedule 1 to discuss contract management issues and to review the Service Provider's performance under this POC.
- (b) Without limiting its review under clause 4.1, the Purchaser may, from time to time, review the performance of the Service Provider, including the following criteria:
 - (i) ability of the Service Provider to provide competitive Rates and Fees;
 - (ii) compliance with the No Less Favourable Mechanism; and
 - (iii) compliance with the Service Levels.
- (c) The Purchaser may appoint an independent auditor or industry expert to assist the Purchaser in conducting a performance review. As part of the review, the Purchaser may measure the Service Provider's performance to determine if it matches, or is competitive with, then current market practice and performance of similar and comparable Security Services.
- (d) The Service Provider must do all things necessary (including providing any records and accounts reasonably requested by the POC Contract Manager or the independent auditor or expert) to assist the Purchaser in carrying out a performance review.

6. Subcontractors

- (a) The Service Provider must not subcontract any of its obligations under this POC to any third party unless the third party receives the prior written approval of the Purchaser in accordance with this clause 6. A breach of, or failure to comply with, this clause 6 by the Service Provider will constitute a material breach of this POC.
- (b) Prior to the engagement of any Subcontractor, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's written approval. Such notice must be provided within a reasonable time and contain the following information:
 - (i) details of the proposed Subcontractor (including trading name, ABN/ACN and any other relevant details);
 - (ii) the relevant purpose(s) for engaging a subcontractor as set out in clause 6(d);
 - (iii) a detailed explanation as to why a subcontractor must be engaged for the purpose identified in clause 6(b)(ii);

- (iv) the duration of the proposed engagement;
 - (v) the subcontractor's capabilities in performing similar Security Services;
 - (vi) the subcontractor's financial standing;
 - (vii) a copy of the proposed Subcontractor's contract of engagement between the Service Provider and the subcontractor (provided that commercially sensitive payment or security terms, and pricing information, may be omitted);
 - (viii) acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC
 - (ix) certification of all relevant insurances required under clause 24.
 - (x) a statement of compliance from the relevant Subcontractor(s) with this POC and all rights and obligations arising under it, including audit requirements;
 - (xi) any other information the Service Provider considers relevant; and
 - (xii) any other information that the Purchaser may request.
- (c) The Purchaser may, in its absolute discretion approve the engagement of the Subcontractor, imposing any restrictions or conditions the Purchaser considers necessary. The Purchaser will notify the Service Provider of its decision in writing (including reasons for its decision) within 7 Business Days of receiving the Notice of Intent.
- (d) The Purchaser will only exercise its discretion to approve under clause 6(a) if satisfied that the engagement is for one of the following purposes:
- (i) Surge Requirements on Short Notice;
 - (ii) the Service Provider does not have the capability or license to provide the Security Services required and those Security Services are outside what is considered to be a standard service; or
 - (iii) in exceptional circumstances, as determined by the Purchaser.
- (e) For the purposes of clause 6(d):
- (i) Surge Requirements means a requirement, in the reasonable opinion of the Purchaser, to provide heightened security for a limited duration; and
 - (ii) Short Notice means notice of less than 72 hours from the Purchaser to the Service Provider.
- (f) An Approved Subcontractor that seeks to further subcontract work for any purpose will be required to seek approval from the Purchaser in accordance with the process outlined in this clause 6.
- (g) If the Purchaser approves a proposed Subcontractor under clause 6(a), the Service Provider must notify the Lead Department and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Parties acknowledge that the Lead Department may under the SPC Agreement, in its absolute discretion, terminate the relationship with an Approved Subcontractor at any time prior to the end of the proposed engagement by notice in writing to the Service Provider.
- (h) The Service Provider must:
- (i) ensure that the terms of the Service Provider's contract of engagement with an Approved Subcontractor with respect to obligations of each Approved Subcontractor in respect of:

- (A) compliance with Policies;
- (B) subcontracting;
- (C) time of the essence;
- (D) the provision of equipment and personnel;
- (E) drug and alcohol testing of, and conduct of, Personnel engaged or employed to provide Security Staff;
- (F) incorporation of the No Less Favourable Mechanism in pricing;
- (G) Intellectual Property Rights;
- (H) confidentiality;
- (I) privacy; and
- (J) data protection,

are the same or substantially the same as those imposed on the Service Provider under this POC. Nothing in this clause 6(h) will operate as a waiver, release or relaxation of the Service Provider's obligations to ensure that its obligations under this POC, with respect to the matters listed in this paragraph (i), are fulfilled;

- (ii) ensure that those terms and conditions include provisions:
 - (A) that permit the Lead Department and/or the Purchaser to have access and audit rights to the same extent as those rights apply to the Service Provider under the SPC Agreement and this POC, and that the Subcontractor permits the Lead Department to have access to premises, operations and records of the Subcontractor, and to audit such premises, operation and records, as if they were the premises, operations and/or records of the Service Provider; and
 - (B) that require the Subcontractor to comply with other particular provisions of this POC that are nominated by the Lead Department;
- (iii) ensure that the rights of the Lead Department and the Purchaser are held on trust for, and exercisable by, the Lead Department and/or the Purchaser;
- (iv) ensure, through appropriate contractual requirements, that each Subcontractor includes the terms and conditions set out in clause 6(h) in each and every subcontract that the Subcontractor enters into under this POC; and
- (v) ensure, through appropriate contractual requirements, that all other parties performing the Service Provider's obligations under this POC are bound by the terms and conditions set out in Schedule 9.
- (vi) For the purposes of this clause, the performance of any of the Service Provider's obligations or the exercise of any of its rights under this POC by a Related Company of the Service Provider is taken to be subcontracting, whether or not the performance or exercise is undertaken pursuant to agreement or otherwise.

7. Access to records and auditing requirements

7.1 Access to records

- (a) The Service Provider must, during the Term and for a period of seven years after the expiry or termination of this POC, keep true and detailed:
 - (i) records of all Security Services supplied under this POC; and

- (ii) accounts and records associated with any of the above records or otherwise with the Service Provider's performance under this POC, including all supporting materials used to generate and substantiate invoices submitted in respect of the Security Services supplied under this POC.
- (b) Upon the expiry or termination of this POC, if requested by the Purchaser, the Service Provider must transfer to the Purchaser copies of the accounts and records referred to in clause **Error! Reference source not found.** where they are public records for the purpose of the *Public Records Act 1973* (Vic). The Purchaser must meet the Service Provider's reasonable direct cost of supplying such copies.
- (c) When transferring records under clause **Error! Reference source not found.**, the Service Provider must transfer the records in the format and medium reasonably required by the Purchaser.
- (d) The Service Provider agrees to comply with any applicable State legislation relating to archival requirements. The Service Provider must cooperate with, and assist the Purchaser, to comply with any obligations imposed by the *Public Records Act 1973* (Vic).

7.2 Right to access for audit and or inspection purposes

- (a) The Purchaser or its duly authorised representatives (Purchaser's Authorised Representatives) will have the right, after giving reasonable notice at any time during Business Hours, to inspect and/or audit the accounts and records of the Service Provider and any Subcontractor relating to the provision of Security Services under this POC, and of all other matters relevant to the calculation of the Rates and Fees at which the Security Services are provided. The Purchaser's Authorised Representatives will be entitled (at the expense of the Purchaser) to take copies of, or extracts from, any such records.
- (b) Without limiting clause **Error! Reference source not found.**, the Purchaser or the Purchaser's Authorised Representatives may, at any time and in their full discretion, perform an unannounced audit and/or inspection during Business Hours of the Service Provider and any Subcontractor's accounts and records relating to the provision of Security Services under this POC, and of all other matters relevant to the calculation of the Rates and Fees at which the Security Services are provided. The Purchaser's Authorised Representatives will be entitled (at the expense of the Purchaser) to take copies of or extracts from any such records.
- (c) The Service Provider must, and must ensure that any Subcontractor, provides the Purchaser or the Purchaser's Authorised Representatives with any requested information for the purposes of the inspection and/or audit within a reasonable period of time, but no later than seven Business Days of the request being made.
- (d) In addition to requesting relevant information, the Purchaser or the Purchaser's Authorised Representatives may, at their full discretion, conduct interviews with any Personnel who may hold information relevant to the inspection and/or audit.
- (e) The right of access and audit granted under clause **Error! Reference source not found.** may be exercised by the Purchaser at any time during the Term or in the seven year period following the expiry of the Term.
- (f) For the avoidance of doubt, the Purchaser will be solely responsible for the costs of conducting any audit under clause **Error! Reference source not found.**

7.3 Subcontracting Requirements

- (a) The Service Provider acknowledges that it will be responsible for ensuring that any Subcontractor complies with this clause 7 and fully co-operates with the Purchaser or the Purchaser's Authorised Representatives, in good faith, to enable it to discharge its reporting and auditing and/or inspection requirements.

8. Price for the Security Services

8.1 Price Schedule

- (a) The Service Provider acknowledges and represents that the rates and fees set out in Schedule 2 are the maximum (ceiling) Rates and Fees the Service Provider may charge the Purchaser for Security Services under this POC, and are the maximum Rates and Fees the Purchaser will, subject to this POC, be obliged to pay for those Security Services.
- (b) Subject to any change in the Rates and Fees for the Security Services resulting from the application of any express provision of the SPC Agreement or the implementation of Revised Rates and Fees under clauses 3.6(c) or 3.7, the Rates and Fees are fixed for the duration of the POC. The Parties agree that expenses or other disbursements may only be charged by the Service Provider in accordance with Schedule 2.
- (c) The Rates and Fees must not exceed the rates and fees specified in the 'Price Schedule' of the SPC Agreement (as applicable following any adjustment under the SPC Agreement).
- (d) Any amounts charged by the Service Provider in excess of the Rates and Fees specified in the SPC Agreement will be refundable to the Purchaser and will be a debt due and payable by the Service Provider to the Purchaser.

9. Security Services Staff

9.1 General requirements

- (a) Each of the Security Staff must:
- (i) hold the licences, accreditations and certifications prescribed in the Technical Specifications and General Specifications, and such licences, accreditations and certifications must be current at all times while such Security Staff are listed on the register to be maintained under clause 9.1(h)
 - (ii) have the minimum level of experience in the delivery or provision of the Security Services for which they are deployed from time to time that is specified in either or both of the Technical Specifications and General Specifications; and
 - (iii) be of good character, and capable of acting in good faith while providing Security Services.
- (b) The Purchaser may, at any time, by written notice, direct that, in respect of:
- (i) the delivery of particular Security Services; and/or
 - (ii) the delivery of Security Services at a particular site or location,

the Service Provider may only deploy Personnel as Security Staff if such Personnel are approved by the Purchaser.

- (c) If the Purchaser makes a direction under clause 9.1(b), the Service Provider must not deploy any Personnel as Security Staff, in respect of the particular Security Services and/or site(s) or location(s) specified in that direction unless such Personnel are approved by the Purchaser, and such approval is recorded in the Security Staff Register.
- (d) In order that particular Personnel be approved, the Service Provider must prepare and submit to the Purchaser an application containing the following information and documentation:
- (i) the name and address, and contact telephone numbers (home and if applicable mobile) of the Personnel;
 - (ii) the particular Security Services for which that individual will be deployed;
 - (iii) a certified copy of all licences, accreditations and certifications held by each member of the Personnel, and a record of when such licences, accreditations and certifications expire, and any conditions, limitations or prohibitions attaching to such licences, accreditations and certifications;
 - (iv) a certified copy of each Security Staff's driver's licence or passport;
 - (v) two colour passport-size photographs of the Personnel;
 - (vi) a certified copy of a police records check in respect of the Personnel; and
 - (vii) such other details as are necessary to demonstrate that Personnel's suitability to be approved to provide Security Services, or the particular Security Services for which the Service Provider proposes to deploy such Personnel.
- (e) In making an application in respect of an individual under clause 9.1(d), the Service Provider, on its own behalf and as agent for that individual:
- (i) warrants that the information and documentation contained in the application is genuine, accurate and up to date;
 - (ii) unconditionally authorises the Purchaser (or its officers, agents, employees or contractors) to make any and all enquiries the Purchaser considers necessary to satisfy itself of the identity, qualifications, background and suitability of that individual to be approved; and
 - (iii) agrees to indemnify the Purchaser (and those of its officers, agents, employees or contractors who undertake such enquiries on behalf of the Purchaser) against any claims, demands, actions or proceedings brought against the Purchaser (and/or such officers, agents, employees or contractors) arising from, or in connection with, the making of such enquiries or the Purchaser's decision to approve or reject the applications made in respect of such individual.
- (f) The Purchaser will notify the Service Provider, in respect of each application for approval made under clause 9.1(d), whether such application is approved or rejected. A decision to approve or reject an application will be made by the Purchaser in its absolute discretion, provided that, if a particular individual has been approved for the purposes of equivalent security services, or an equivalent site or location, under a POC entered into by another purchaser, the Purchaser will not unreasonably withhold or delay its approval of that individual unless:

- (i) the approval of such individual relates to Security Services that are different to those for which that individual is already approved under another POC; or
 - (ii) the requirements of the Technical Specifications for the Security Services for which that individual will be deployed are such those Security Services that are not directly comparable to the services being provided under that other POC.
- (g) The Purchaser may, for the purposes of clause 9.1(b), approve a given individual subject to conditions, and the deployment of that individual as Security Staff to provide the relevant Security Services and/or to provide Security Services at a given site or location, will be subject to the Service Provider procuring compliance with those conditions.
- (h) The Service Provider will create and maintain throughout the Term a register, which may be in physical or electronic format, of all Security Staff that are deployed by it for the purposes of providing Security Services under this POC (**Security Staff Register**). The Security Staff Register must contain, for each of the Security Staff:
- (i) the details and documents listed in clause 9.1(d);
 - (ii) the details of the Security Services for which each individual is approved for the purposes of clause 9.1(b) of this POC;
 - (iii) the details of any conditions attaching to the Purchaser's approval of such individual.

For the purposes of this POC, a reference to Security Staff who are 'registered' means that the required details of such Security Staff appear on the Security Staff Register.

- (i) For the avoidance of doubt, the Service Provider is not required to procure the Purchaser's approval of Security Staff, unless the Purchaser issues a direction under clause 9.1(b) in respect of particular Security Services or particular sites or locations. In respect of each of its Security Staff, the Service Provider must still comply with clauses 9.1(a) and 9.1(h), notwithstanding that it is not required to obtain the Purchaser's approval of such Security Staff.
- (j) The Service Provider must make the Security Staff Register available for inspection by the Purchaser (or its authorised representative from time to time) upon written request from the Purchaser.
- (k) The deployment by the Service Provider of an individual as Security Staff:
 - (i) who is not approved and/or who does not appear in the Security Staff Register; or
 - (ii) in breach of clause 9.1(c),
 will constitute a material breach of this POC.

9.2 Availability of Security Staff

- (a) The Service Provider will ensure that, at all times, it has sufficient numbers of Security Staff who are duly approved and registered, to provide the Security Services under this POC.
- (b) Unless it is a condition of the approval of a particular individual or individuals by the Purchaser, the Service Provider is not obliged to ensure that:
 - (i) particular Security Services are provided only by nominated Security Staff; or

- (ii) particular Security Staff provide Security Service exclusively to the Purchaser.
- (c) The Service Provider must create and maintain a roster that specifies:
 - (i) which Security Staff will be providing Security Services;
 - (ii) the Sites at which such Security Staff will be providing Security Services; and
 - (iii) the dates and times during which such Security Staff will be providing Security Services at each such Site.
- (d) The Service Provider must produce the roster required for the purposes of clause 9.2(c) for inspection by the Purchaser (or its authorised representative from time to time) upon written request from the Purchaser.
- (e) The Service Provider must use all commercially reasonable endeavours to retain approved and registered Security Staff throughout the Term.

9.3 Removal and deregistration of Security Staff

- (a) The Service Provider must remove any Security Staff from the provision of Security Services at a given Site, or generally, if directed to do so in writing by the Purchaser. The Purchaser may make such direction if the relevant individual:
 - (i) has been involved in any Wilful Default or illegal conduct, or has consistently breached policies, procedures and guidelines applicable to the Site or locations at which he or she provides Security Services;
 - (ii) in the reasonable opinion of the Purchaser:
 - (A) is or has become incapable of efficiently performing his or her duties as Security Staff;
 - (B) is not, or becomes a person who is not, suitable to be involved in the provision of Security Services, either at the relevant Site or generally; or
 - (C) is or becomes a person whom it would not be in the public interest for the Service Provider or the Purchaser to engage or be associated with;
 - (iii) has, or becomes likely to acquire, a criminal record.
- (b) Where the Purchaser makes a direction for reasons specified in either paragraphs 9.3(a)(i) or 9.3(a)(ii), such direction will contain particulars of such reasons, but, unless there is manifest error, such particulars may not be disputed or challenged by the Service Provider, and the direction is legally binding. Subject to clause 9.3(d), the Service Provider must make such adjustments or amendments to the Security Staff Register to reflect the Purchaser's direction.
- (c) If an individual is the subject of a direction made by the Purchaser under clause 9.3(a), the Service Provider must procure that such individual departs the Site(s) at which he or she is providing Security Services that are the subject of that direction, and does not return to such Site(s), unless he or she has the Purchaser's written consent to do so.
- (d) The Purchaser may, in addition to issuing a direction under clause 9.3(a), also direct that the individual that is the subject of clause 9.3(a) be de-registered. Where a direction under this clause is made, the Service Provider must record in the Security Staff Register that that individual is no longer approved by the Purchaser for the purposes of this clause 9.

10. Step-in and Step-Out

10.1 Step-in

- (a) Without limiting the Purchaser's rights under this clause 10.1, if the Service Provider has:
- (i) failed to carry out any Security Services when required by this POC;
 - (ii) failed to pay any of its Security Staff or Subcontractors engaged to carry out all or part of the Security Services;
 - (iii) carried out Security Services that are substandard, non-workmanlike, do not comply with the General Specification and/or Technical Specification; or
 - (iv) otherwise has not acted in accordance with the requirements of this POC,
 - (v) the Purchaser may issue a written notice to the Service Provider:
 - (vi) specifying those failures or breaches, and requiring the Service Provider to rectify those failures or breaches, and demonstrate such rectification, within 5 Business Days; and
 - (vii) advising the Service Provider that if those failures or breaches are not rectified within the 5 Business Days required in clause 10.1(a)(v) to the Purchaser's satisfaction, the Purchaser may suspend payment under this POC.
- (b) If the Service Provider does not rectify the failures or breaches with respect to the Security Services set out in the notice issued under clause 10.1(a) within the five Business Days, to the satisfaction of the Purchaser, the Purchaser may, without limiting its rights under this clause:
- (i) suspend payment of fees and other amounts payable to the Service Provider under this POC ; and
 - (ii) appoint a person (Step-in Party) to carry out or rectify those Security Services.
- (c) For the avoidance of doubt, any Step-in Party appointed by the Purchaser under clause 10.1(b)(ii) is appointed to ensure that the failures and breaches set out in the notice issued under clause 10.1(a) are duly rectified, but not entitled to perform any future Security Services remaining to be completed.
- (d) The Step-in Party may do anything in respect of those Security Services that the Service Provider could do, including:
- (i) have access to any Site at which those Security Services are to be carried out;
 - (ii) having access to those systems, records, Personnel and equipment of the Service Provider that are applied or deployed in the provision of Security Services under this POC;
 - (iii) do anything the Purchaser considers necessary to carry out or rectify those Security Services or to overcome any risk or mitigate any consequences resulting from the Service Provider's failure to carry out or complete them; and
 - (iv) do anything incidental to the above.
- (e) The Service Provider must co-operate with the Step-in Party and do all things reasonably necessary to ensure that the Step-in Party is able to exercise the rights referred to in clause 10.1(d), and carry out the affected Security Services and/or

rectify the breaches or failures in respect of those Security Services set out in the notice issued under clause 10.1(a).

- (f) The Service Provider shall have no right to any compensation or allowance for any action taken by the Purchaser pursuant to this clause 10 or anything done or not done by the Step-in Party.
- (g) The Purchaser shall be entitled to suspend payment under this POC until the Step-in Party has rectified the relevant failures or breaches on the part of the Service Provider and may set off from any such payments in accordance with clause 11 as a debt due from the Service Provider to the Purchaser any amount payable by the Purchaser to the Step-in Party and any costs incurred by the Purchaser arising from the exercise of its rights under this clause 10.
- (h) If the Service Provider does not rectify those failures or breaches set out in the notice issued under clause 10.1(a) to the satisfaction of the Purchaser because the labour disturbance continues for more than 5 Business Days or labour disturbances occur over any two year period which in total amounts to 5 Business Days, the Purchaser may immediately terminate this POC and in that case also exercise a right to take over the whole or any part of the Security Services remaining to be completed and for that purpose and insofar as it may be necessary, exclude from the Sites at which the Security Services are being carried out the Service Provider or any other person concerned in the performance of the Security Services under this POC.
- (i) If the Purchaser elects to exercise the right under clause 10.1 the Purchaser may complete the whole or any part of the Security Services outstanding and for that purpose may let a contract for such Security Services or may employ any person to carry out that Security Service.

10.2 Step-out

- (a) If the Purchaser has appointed a Step-in Party under clause 10.1, the Purchaser may cease the appointment of the Step-in Party at any time.
- (b) If the Purchaser elects to cease the appointment of the Step-in Party, the Purchaser will, if reasonably practical to do so, give prior notice to the Service Provider and in any event will, as soon as practical, provide notice to the Service Provider that the Purchaser has ceased the appointment of the Step-in Party.
- (c) Upon the Purchaser ceasing the appointment of the Step-in Party pursuant to clause 10.2(a):
 - (i) the Service Provider must immediately recommence performance of the Service Provider's obligations which were suspended pursuant to clause 10.1; and
 - (ii) the Purchaser will, at the cost and expense of the Service Provider, give reasonable assistance to the Service Provider to ensure that the process of the Purchaser ceasing the appointment of the Step-in Party and the Service Provider recommencing to perform its obligations is effected as smoothly as possible.

11. Invoicing and payment

11.1 Invoicing

- (a) All fees for Security Services provided in a given period will be payable in arrears, and not in advance. If, contrary to the previous sentence, an amount appears in an invoice, which relates, or purports to relate, to a future period will, notwithstanding that it appears in that invoice, become payable only at the conclusion of that future period.
- (b) The Service Provider must submit to the Purchaser a Tax Invoice or Tax Invoices in respect of each POC with the frequency specified in Item 3 of Schedule 1.
- (c) A Tax Invoice submitted for payment pursuant to clause 11.1(b) must contain each of the matters specified in Item 3 of Schedule 1 and be sent to the address specified in Item 3 of Schedule 1.

11.2 Payment of Invoice

- (a) Subject to the remainder of this clause 11.2 and clause 11.1, the Purchaser will pay the invoiced amount to the Service Provider within 30 days of receipt of the invoice, in the manner specified in Item 4 of Schedule 1.
- (b) An invoice will not be paid until such time as the invoice is certified for payment by the POC Contract Manager of the Purchaser. An invoice will not be certified for payment unless the POC Contract Manager is satisfied that it is correctly calculated with respect to the Security Services that are the subject of the relevant POC and the Service Provider is entitled to claim payment.
- (c) If the POC Contract Manager disputes the invoiced amount (whether in whole or in part) for any reason, the Purchaser must pay the undisputed amount of such invoice (if any) and notify the Service Provider of the amount the Purchaser believes is due for payment. If the Purchaser and the Service Provider are unable to agree on the balance of the invoiced amount, the dispute will be addressed in accordance with clause **Error! Reference source not found.**
- (d) Payment of an invoice is not to be taken as:
 - (i) evidence of an admission that the Security Services have been provided in accordance with this POC or the SPC Agreement, including compliance with Service Level Requirements or Purchaser KPIs;
 - (ii) evidence of the value of the Security Services supplied; or
 - (iii) an admission of liability,
 but must be taken only as payment on account.

11.3 Fair payment

- (a) Where the value of the POC is less than \$3 million, the Purchaser will, on demand by the Service Provider, pay simple interest on a daily basis on any overdue amount, at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- (b) For the purposes of clause 11.3(a), overdue amount means an amount (or part thereof) that:
 - (i) is not, or is no longer, disputed in accordance with this POC;

- (ii) is due and owing under a Tax Invoice properly rendered by the Service Provider in accordance with this POC; and
- (iii) has been outstanding for more than 30 days from the date of receipt of the invoice or the date that the amount ceased to be dispute, as the case may be.

11.4 Payment of Security Staff and Subcontractors

- (a) The Service Provider acknowledges and agrees that its obligations to pay Security Staff and any Subcontractors is not conditional on its receipt of payment of fees and other amounts due and/or payable to it from the Purchaser, and the Service Provider must not fail to pay, or withhold payment, of any amounts or entitlements due and/or payable to Security Staff or any Subcontractors on the ground that the Service Provider has not received payment of a given amount from the Purchaser. A breach of this clause 11.4(a) by the Service Provider will constitute a material breach.
- (b) The Service Provider is required to make and deliver to the POC Contract Manager within seven Business Days of the end of each month a statutory declaration or other document required by the POC Contract Manager confirming that all Security Staff (including those employed or engaged by Subcontractors) engaged in the provision of the Security Services have been paid all moneys due and have complied with the No Less Favourable Mechanism. The statutory declaration or other document is to be in a form approved by the Purchaser and is to be accompanied by a fully itemised statement indicating payments made to all Security Staff for the month to which the declaration relates.
- (c) The Service Provider shall, at the written request of the POC Contract Manager, produce wages books, receipts for contributions to the appropriate superannuation fund for Security Staff as well as but not limited to all documentation including forms for tax deductions, and any other documents which may be relevant to engaging Security Staff for the Security Services. The POC Contract Manager may make this request at any time.
- (d) At the written request of the Service Provider, the Purchaser may (but will not be obliged to) make payments directly to any Security Staff of the Service Provider (or any Subcontractor) on behalf of the Service Provider (such amounts to be deducted from the amounts payable by the Purchaser to the Service Provider for the provision of the Security Services to which the payments relate).
- (e) If any Personnel of the Service Provider obtains a court order in respect of moneys referred to in clause 11.4(a) and produces to the Purchaser the court order that it remains unpaid, the Purchaser may pay the amount of the order, and the costs included in the order, to such Personnel and the amount paid shall be a debt due from the Service Provider to the Purchaser.
- (f) Notwithstanding anything else in this clause 11.4, the Purchaser will not make any payment to Personnel of the Service Provider (or any Subcontractor) if it becomes aware that the Service Provider, or Subcontractor, as the case may be, has been the subject of an Insolvency Event, without the prior agreement of the official receiver, liquidator, administrator or controller appointed to the Service Provider or Subcontractor (as the case may be).

11.5 Staff Costs

- (a) The Service Provider will indemnify and keep indemnified the Purchaser from and against all liability for the Staff Costs in any way relating to the Security Services.
- (b) If the Purchaser is or becomes liable to pay any Staff Costs, the Purchaser may deduct the amount of its liability for the Staff Costs from any amount due by the Purchaser to the Service Provider, whether under this POC or otherwise.

11.6 Set off and Right to Recover Moneys

- (a) The Purchaser may set off against any sum owing to the Service Provider under this POC any amount then owing by the Service Provider to the Purchaser.
- (b) The Purchaser reserves the right to recover all overpayments howsoever occurring and in particular to recover overpayment made in the event of the Service Provider at any time submitting an invoice that includes a claim for any Security Services not completed.

12. Access and safety

12.1 Access to premises

If the Service Provider requires access to the premises of the Purchaser in connection with the provision of the Security Services, the Purchaser will, subject to its usual security requirements, permit the Service Provider reasonable access to the premises at such times as may be reasonably necessary to enable the Service Provider to provide the Security Services.

12.2 Obligations

When the Service Provider enters the premises of the Purchaser, the Service Provider must and must ensure that its Personnel use all reasonable endeavours to:

- (a) protect people and property;
- (b) prevent nuisance and unnecessary noise and disturbance; and
- (c) act in a safe and lawful manner and comply with the safety standards and policies of the Purchaser, as the case may be (as notified to the Service Provider) and comply with any lawful directions of the Purchaser (and/or the Purchaser's Authorised Representatives).

13. Bank Guarantee

13.1 Provision of Bank Guarantee

The Service Provider will, to the extent specified in Item 5 of Schedule 1, provide or procure a Bank Guarantee or other similar arrangement substantially in the form specified in Schedule 11.

13.2 Form of Bank Guarantee

- (a) Where a Bank Guarantee is specified in Item 5 of Schedule 1, the Bank Guarantee must:
 - (i) have a face value in the amount set out in Item 5 of Schedule 1; Schedule 1 Purchase Order Contract Details and

- (ii) remain valid and enforceable until the date of its return in accordance with this POC.
- (b) If any claims are made against the Bank Guarantee at any time, the Service Provider must, within a period not exceeding 20 Business Days, reinstate the Bank Guarantee to the level required by the Purchaser, provided that the level required shall not exceed the level required prior to the making of a claim.
- (c) After the expiration or termination of this POC, the Purchaser must return to the Service Provider the Bank Guarantee within 21 days of a written request by the Service Provider, provided that there is no amount owing and payable to the Purchaser under this POC.

14. Intellectual Property Rights

14.1 Ownership of Pre-Existing Intellectual Property

The Purchaser's and the Service Provider's Pre-Existing Intellectual Property will remain vested in each of them (or the relevant third parties).

14.2 Licence of Service Provider Intellectual Property

- (a) Without limiting any of the Lead Department's rights in respect of Disengagement, the Service Provider hereby irrevocably and unconditionally grants to the Purchaser a perpetual, non-exclusive, royalty-free, worldwide, transferable, irrevocable licence (including the right to sub-licence) to exercise all Intellectual Property Rights in any of the Service Provider's Pre-Existing Intellectual Property that is required to enable the ongoing provision of the Security Services, or equivalent services that the Purchaser may acquire following the expiry or termination of this POC, (whether from a third party or otherwise), or to enable the Purchaser (as the case may be) to receive the benefits of any of the Service Provider's obligations under this POC.

14.3 Licence by the Purchaser

The Purchaser grants the Service Provider a non-exclusive, non-transferrable, royalty-free licence to use the Purchaser's Pre-Existing Intellectual Property for the sole purpose of performing, and only to the extent required to perform, the Security Services and complying with its obligations under this POC for the Term.

14.4 Moral Rights

The Service Provider warrants that the Purchaser may use any of the copyright works in any Security Services in any way, without identifying any person as the individual responsible for creating any particular material comprised in it, without infringing the Moral Rights of any person.

14.5 Additional obligations

The Service Provider must do all things reasonably requested by the Purchaser to give full effect to this clause **Error! Reference source not found.**, including entering into further agreements to assign the rights referred to in clause **Error! Reference source not found.**, to the extent applicable.

14.6 Data

- (a) Data will remain (and, if necessary, will become) the property of the Purchaser. The Service Provider will supply to the Purchaser from the date of the creation all Intellectual Property Rights in any Data created by or on behalf of the Service Provider. For the avoidance of doubt, Data includes data that does not form part of the provisions of the Security Services.
- (b) If the Service Provider or a Subcontractor is deemed to be the first owner of any database right or other Intellectual Property Rights in the Data, it must assign those Intellectual Property Rights to the Purchaser.
- (c) The Service Provider must only use the Data to the extent necessary to perform its obligations under this POC.
- (d) The Service Provider must:
 - (i) subject to any more stringent requirements imposed pursuant to this POC, prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to the Data; and
 - (ii) comply with any policies of the Purchaser in effect from time to time in respect of the security disposal of equipment and destruction of records and the Data.
- (e) If the Service Provider suspects that any Data has (or may) become lost or corrupted or there is unauthorised access to that Data, it will immediately notify the Purchaser and propose remedial action, including action to ensure that this does not recur.
- (f) The Service Provider must not, and must ensure that its Personnel and Subcontractors do not, without the Purchaser's prior written consent:
 - (i) remove Data or allow the Data to be removed from the Purchaser's premises or equipment; or
 - (ii) take, disclose or make available the Data or allow the Data to be taken, disclosed or made available outside Victoria.

15. Liability

15.1 General Liability

- (a) The Service Provider at all times indemnifies and will continue to indemnify, hold harmless and defend the Purchaser and each of the Purchaser's personnel (**Indemnified Party**) against any liabilities, losses, damages, costs and expenses (including all legal costs determined on a full indemnity basis) (**Losses**) suffered or incurred by any Indemnified Party as a result of any demand, suit, action, claim or proceeding against an Indemnified Party where the Losses arise as a result of any of the following:
 - (i) personal injury, including sickness and death caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (ii) property damage caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (iii) a claim, action or proceeding arising from or in connection with the exercise by any Security Staff of any powers to apprehend or question any individual;

- (iv) a breach of an obligation of confidence or privacy, whether under this POC or otherwise;
- (v) fraudulent acts or omissions of the Service Provider or its Personnel;
- (vi) any Wilful Default or illegal act or omission by the Service Provider or its Personnel;
- (vii) breaches of logical or physical security caused or contributed to by the Service Provider or its Personnel;
- (viii) loss or corruption of Data;
- (ix) any third party claim arising out of a breach of this POC by the Service Provider or its Personnel (including breach of warranty) or any negligent act or omission of the Service Provider or its Personnel; or
- (x) any infringement or alleged infringement of the Intellectual Property Rights, Moral Rights or any other rights of any person, including any third party,

except to the extent that any such Loss is caused by the negligence or other wrongful act or omission of the Indemnified Party.

- (b) If any indemnity payment is made by the Service Provider under this clause **Error! Reference source not found.**, the Service Provider must also pay to the Indemnified Party an additional amount equal to any tax which is payable by the Indemnified Party in respect of that indemnity payment.
- (c) The Purchaser may, in its absolute discretion, request or permit the Service Provider, at the Service Provider's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any litigation that may occur following a claim that receipt or use by the Purchaser of any Data or other Materials supplied by the Service Provider infringes the Intellectual Property Rights, Moral Rights or any other rights of a third party (an **IPR Claim**).
- (d) If the Purchaser, requests or permits the Service Provider to defend an IPR Claim in accordance with clause **Error! Reference source not found.**(c):
 - (i) the Service Provider must comply at all times with any Government policy relevant to the conduct of the IPR Claim (including the Model Litigant Guidelines) and with any conditions imposed and directions given by the Purchaser;
 - (ii) the Service Provider may not settle or compromise the IPR Claim conducted by it without the Purchaser's consent; and
 - (iii) the Purchaser may, at any time, give notice to the Service Provider that the Purchaser wishes to conduct the IPR Claim (including associated settlement discussions) and the Service Provider will permit the Purchaser to do so.

15.2 Limitation

- (a) Subject to clause **Error! Reference source not found.****Error! Reference source not found.**, each party's liability to the other party under this POC in respect of all losses, including direct and indirect losses, damages, liability, costs, expenses, suits and claim arising from a breach of contract, tort (including negligence) or otherwise, shall be limited (to the extent permitted by law) to \$20 million or such higher amount as may be agreed by the Service Provider and the Purchaser

- (b) Nothing in clause **Error! Reference source not found.** of this POC generally operates to limit the Service Provider's liability to the Purchaser in respect of:
- (i) personal injury, including sickness and death caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (ii) property damage caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (iii) a breach of an obligation of confidence or privacy, whether under this POC or otherwise;
 - (iv) fraudulent acts or omissions of the Service Provider or its Personnel;
 - (v) any Wilful Default or illegal act or omission by the Service Provider or its Personnel;
 - (vi) breaches of logical or physical security caused or contributed to by the Service Provider or its Personnel;
 - (vii) loss or corruption of Data;
 - (viii) an indemnity set out in this POC; or
 - (ix) any infringement of the Intellectual Property Rights, Moral Rights or any other rights of any person, including any third party.

15.3 No occupier's liability

- (a) To the maximum extent permitted by Law, neither the Purchaser nor any of their respective officers, employees, agents and invitees will be responsible for any damage done to the Service Provider's property or to that of any of the Service Provider's Personnel or for any personal injury sustained by any of the Service Provider's Personnel occurring on the Purchaser's premises as a result of:
- (i) the negligence or recklessness of such Service Provider's Personnel; or
 - (ii) if such Service Provider's Personnel has (or have) failed to comply with the occupational health and safety and security policies of the Lead Department or the Purchaser, as the case may be (as notified to the Service Provider).
- (b) The Service Provider unconditionally and irrevocably releases the Purchaser and their officers, employees, agents and invitees from all responsibility contemplated by clause **Error! Reference source not found.** and agrees to indemnify the Lead Department, each Purchaser and their respective officers, employees, agents and invitees (each an Indemnified Party) against any loss that the Indemnified Party may suffer as a result of any third party bringing an action against that Indemnified Party in relation to any such circumstances, except to the extent that such circumstances were caused directly as a result of the Indemnified Party's negligence or wilful act.

16. Warranties

The Service Provider represents and warrants that, as at the Commencement Date, and throughout the Term:

- (a) it has the right to enter into this POC and perform the Security Services in accordance with this POC;

- (b) in respect of the Security Services it has agreed to provide under this POC, it is duly appointed to the Panel in respect of each of the respective Service Categories of which those Security Services form part;
- (c) the execution, delivery and performance of this POC by it does not contravene any contractual, legal or other obligation that applies to it;
- (d) it is entitled to use and deal with any Intellectual Property Rights and Moral Rights which may be used by it in connection with the Security Services and to grant to the Purchaser the licences contemplated by this POC;
- (e) the receipt, possession or use of the Security Services, and/or Data or other Materials supplied by the Service Provider, by the Purchaser will not infringe the Intellectual Property Rights or other rights of any person or any Laws;
- (f) without limiting the Service Provider's Service Level obligations, the Security Services will be:
- (i) provided with due care and skill;
 - (ii) provided in accordance with all applicable standards, principles, practices and in accordance with the requirements of this POC; and
 - (iii) completed within a reasonable time;
- (g) it has the accreditation or membership of professional or other bodies, such as the Australian Security Industry Association, in relation to the provision of the Security Services as set out in the Tender Documentation and that it will use its best endeavours to maintain such accreditation or membership during the Term;
- (h) it holds all licences, certificates, permits, consents and authorisations required under any Law in relation to the provision of the Security Services, including licences required under the *Private Security Act 2004 (Vic)* and *Private Security Regulations 2016 (Vic)* and any Victorian or Commonwealth legislation which applies to the conduct of a business providing Security Services;
- (i) it has, and will at all times during the Term have, sufficient human resources, equipment, systems, technology and other resources necessary to deliver Security Services to the Purchaser, in accordance with the terms of this POC;
- (j) it and each of its Security Staff (and any Subcontractors) are appropriately qualified and have the requisite knowledge, skill and expertise to provide the Security Services in accordance with this POC;
- (k) the Security Staff Register is maintained, accurate, up to date and complete;
- (l) its Security Staff (and any Subcontractors) are:
- (i) of good character and integrity;
 - (ii) current holders of Victorian Security Officer Licences under the *Private Security Act 2004 (Vic)* and *Private Security Regulations 2016 (Vic)* and any other Victorian or Commonwealth legislation which applies to the conduct of a business providing Security Services;
 - (iii) appropriately qualified and have the requisite knowledge, skill and expertise to provide the Security Services in accordance with the Service Level Requirements and Purchaser KPIs; and
 - (iv) trained, and will continued to be trained, with respect to Laws relating to private security;

- (m) whilst on the premises owned or controlled by the Purchaser, the Service Provider and its Security Staff will at all times comply with the Purchaser's lawful directions and policies, of which the Service Provider is notified or is otherwise aware, including any applicable occupational health and safety and security policies;
- (n) where the Purchaser has, either expressly or by implication, made known to the Service Provider any particular purpose for which the Security Services are required, the Security Services will be performed in such a way as to achieve that result;
- (o) each report provided by the Service Provider will be true, correct and complete in each particular; and
- (p) if the Service Provider is entering into this POC on behalf of a trust (Trust):
 - (i) it is a validly appointed trustee of the Trust;
 - (ii) there has not been any contravention of or non-compliance with any of the terms of the documents which established the Trust (Trust Deed);
 - (iii) it has the right to be indemnified out of, and take a lien over, the assets of the Trust;
 - (iv) this POC does not conflict with the operation or terms of the Trust or the Trust Deed;
 - (v) this POC constitutes valid and enforceable obligations of the Trust;
 - (vi) it has full and valid power and authority under the Trust to enter into this POC and to carry out the transactions contemplated by this POC (including all proper authorisations and consents);
 - (vii) it enters into this POC and the transactions evidenced by it for the proper administration of the Trust and for the benefit of all of the beneficiaries of the Trust; and
 - (viii) it is the sole trustee of the Trust.
- (q) For the avoidance of doubt, the warranty provided under clause 16(o) is a continuing warranty and made at the date of this POC and again on each date that a report is delivered.

17. Conflict of interest

- (a) The Service Provider warrants to the Purchaser that it does not, and will ensure that each of its Personnel do not, hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with their duties and interest under this POC.
- (b) The Service Provider must promptly inform the Purchaser of any matter which may give rise to an actual or potential conflict of interest at any time during the Term.
- (c) The Service Provider acknowledges and agrees that failure to comply with this clause 17 will constitute a breach of a fundamental term of this POC.

18. Change in Control

- (a) The Service Provider must notify the Purchaser in writing of any change in Control of the Service Provider or any Subcontractor (or of the ultimate holding company of

the Service Provider or any Subcontractor, as the case may be) within seven Business Days of becoming aware of the change in Control (Notice).

- (b) The Notice must demonstrate the Service Provider's (or Subcontractor's) capacity to provide each of the Security Services (or, in the case of a Subcontractor, those Security Services that that Subcontractor has been engaged to provide), and continue to comply with the Service Levels, and the No Less Favourable Mechanism.
- (c) The Purchaser may, upon receiving the Notice, in its absolute discretion by notice in writing to the Service Provider, terminate this POC.
- (d) Any termination pursuant to clause **Error! Reference source not found.**(c) takes effect at the time nominated by the Purchaser, provided that the time nominated must be no later than the immediately succeeding 12 months after the Purchaser receives the Notice.
- (e) In the event of a change in Control from the incumbent Service Provider to a new service provider, the Service Provider must exercise its best endeavours when complying with its obligations under clause **Error! Reference source not found.**

19. Termination

19.1 Termination by the Purchaser for cause

Without limitation to any provision of this POC, where:

- (a) the Service Provider consistently fails to provide the Security Services in accordance with the requirements of this POC;
- (b) the Service Provider fails to remedy, to the satisfaction of the Purchaser, any material breach of this POC (which in the reasonable opinion of the Purchaser is able to be remedied) within 10 Business Days after the date on which the Purchaser issues the Service Provider a written notice requiring the Service Provider to remedy that breach;
- (c) the Service Provider fails to remedy, to the satisfaction of the Purchaser, any breach of this POC, other than a material breach, (which in the reasonable opinion of the Purchaser is able to be remedied) within 20 Business Days after the date on which the Purchaser issues the Service Provider a written notice requiring the Service Provider to remedy the breach;
- (d) any Security Staff cease to be available to provide the Security Services, or any Security Staff are unable to provide the Security Services in accordance with this POC, and the replacement mechanisms in clause 9 are unsuccessful;
- (e) the Service Provider materially breaches any substantive provision of this POC and in the reasonable opinion of the Purchaser such breach cannot be remedied;
- (f) the Service Provider or any of its Personnel employed or engaged to provider Security Services are guilty of criminal acts, fraud, dishonesty or any other serious misconduct;
- (g) the Service Provider commits any act or does anything that is contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable or which brings the reputation of the Service Provider into disrepute and as a consequence the Purchaser believes that its continued association with the Service Provider will be prejudicial or otherwise detrimental to the reputation of Purchaser or of the State;

- (h) the Service Provider's membership on the Lead Department's Security Service Panel is terminated under the SPC Agreement; or
 - (i) the Service Provider suffers an Insolvency Event,
- then the Purchaser may in its absolute discretion by notice in writing to the Service Provider immediately terminate this POC.

19.2 Termination without cause

- (a) The Purchaser may terminate this POC without cause by giving notice to the Service Provider.
- (b) If this POC is terminated pursuant to clause 19.2(a):
 - (i) The termination will take effect upon the Service Provider's receipt of the notice, or at such later date specified by the Purchaser in the notice;
 - (ii) The Purchaser will pay the Service Provider any unavoidable and substantiated costs which the Service Provider has incurred as a direct result of the termination, excluding any loss of profit; and
 - (iii) The Purchaser will have no other liability to the Service Provider in relation to that termination.
- (c) When the Purchaser issues a notice under clause 19.2(a), the Service Provider will immediately comply with any directions given in the notice and will do all that is possible to mitigate its losses arising from the termination of this POC.

19.3 Consequences of termination or expiry

- (a) The rights and obligations of the parties under this POC do not merge on completion of any transaction contemplated by this POC. Termination, suspension or expiry of this POC will not prejudice any right of action or remedy which may have accrued to either party prior to termination, suspension or expiry (as the case may be).
- (b) On the termination or expiry of this POC the Service Provider and its Subcontractors and Personnel cease to have any rights to use and retain:
 - (i) Data and other Materials supplied or licensed by the Purchaser during the Term, and the Service Provider must return to the Purchaser (or, if directed to do so by the Purchaser, to the Lead Department) all copies of such Data and other Materials that are in the possession, custody or power of the Service Provider, any of its Subcontractors or their respective Personnel;
 - (ii) any Confidential Information of the Purchaser, and, unless it is required to retain particular Confidential Information in order to:
 - (A) perform its remaining obligations under this POC (including in respect of disengagement); or
 - (B) comply with reporting and other obligations imposed by Law,
 the Service Provider must, at the option of the Purchaser:
 - (C) return (and certify in writing such return) to the Purchaser;
 - (D) destroy (and certify in writing to the Purchaser such destruction); or
 - (E) destroy in the presence of one or more representatives of the Purchaser,

all Confidential Information in the possession, custody or power of the Service Provider, any of its Subcontractors or their respective Personnel; and

- (iii) equipment, access and security passes and other property that has been provided or supplied to the Service Provider for the purposes of this POC, and the Service Provider must return (and certify in writing the return) of all such equipment, access and security passes and other property in the possession, custody or power of the Service Provider, any of its Subcontractors, or their respective Personnel, to the Purchaser.
- (c) To the extent that the Service Provider or any Subcontractor has not, as at the date of the expiry or termination of this POC, complied with the requirements of clause 14 in respect of particular Data or Materials, the Service Provider must comply (and/or procure that the relevant Subcontractor complies) with such requirements within 20 Business Days of such expiry or termination date, and otherwise within 5 Business Days of a written request to do so by the Lead Department.
- (d) Except to the extent required by the Purchaser, suspension or termination of the Service Provider's membership of the Panel pursuant to the SPC Agreement will not terminate this POC or release the Service Provider from its obligations to continue to perform the Security Services under this POC.
- (e) The Purchaser may, in its absolute discretion, terminate this POC immediately on written notice to the Service Provider, where the SPC Agreement is terminated.

19.4 Survival

Clauses 1, 2.3, 3, 14, 15, 19.3, 23, Insurance and 30.6 of this POC survive the termination or expiry of this POC and may be enforced at any time.

20. Disengagement

20.1 Overview

- (a) It is critical for the Purchaser to ensure that, following the expiry or termination of this POC, there is continuity not only in the delivery of Security Services, but also the fulfilment of all obligations and requirements of the contracting framework for the delivery of Security Services and, for that reason, the Purchaser relies significantly on the Service Provider fulfilling its Disengagement obligations. Accordingly, the Service Provider must:
 - (i) comply with this clause 20;
 - (ii) comply with its obligations specified in, and the requirements of, Schedule 13;
 - (iii) ensure that Disengagement occurs in a timely and orderly manner; and
 - (iv) do all other things reasonably necessary to effect Disengagement.

20.2 Disengagement Assistance

The Service Provider must supply the Disengagement Assistance to the Lead Department in accordance with Schedule 13.

20.3 Disengagement Plan

The Service Provider must prepare a Disengagement Plan in accordance with, and within the period(s) specified in, Schedule 13.

20.4 Continuation of business as usual

The Service Provider:

- (a) must continue to fulfil its obligations in accordance with the terms of this POC during the Disengagement Period (except to the extent that the applicable Disengagement Plan contemplates, or the Purchaser determines, that particular obligations need not be fulfilled, or will be undertaken by a third party or the Purchaser itself);
- (b) must ensure there is no degradation of quality of services provided to the Purchaser during Disengagement except to the extent set out in the applicable Disengagement Plan; and
- (c) acknowledges all Service Level Requirements and associated Service Rebates apply during the Disengagement Period.

20.5 Payment of cost for Disengagement Assistance

The Service Provider's rights to impose Fees in respect of the provision of Disengagement Assistance are specified in Schedule 13.

20.6 Extension of Disengagement Period

Notwithstanding clause 2.1(b), the Purchaser may elect to extend a given Disengagement Period one or more times, for such period as the Purchaser directs, by written notice to the Service Provider given at least 20 Business Days prior to the end date of that Disengagement Period, provided that the aggregate extension does not exceed 180 days.

21. Financial Capacity

The Purchaser reserves the right at any time during the Term to request that the Service Provider provide details of its, and any of its Subcontractors', financial capacity to continue to carry out the work under this POC. The Service Provider must respond promptly and in writing to such a request within five Business Days.

22. Accident compensation

The Service Provider must ensure that, in respect of its Personnel and any other persons engaged by the Service Provider to provide the Security Services, it:

- (a) complies with the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic);
- (b) insures against its liability to pay compensation whether under legislation or otherwise; and
- (c) produces to the Purchaser on request any certificates or like documentation required by the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

23. Confidentiality

23.1 Confidentiality

Without limiting any of its other confidentiality obligations under this POC, neither the Service Provider nor its Personnel are permitted, under any circumstances, to comment on any matters relating to this POC or the Purchaser's operations including discussion or comment on:

- (a) the condition of the Sites; or
- (b) policies of the Purchaser,
- (c) except to the Purchaser.

23.2 Use of Confidential Information

- (a) The Service Provider will (and will ensure that its Personnel and advisers will):
 - (i) use and reproduce Confidential Information only to perform its obligations under this POC; and
 - (ii) not disclose or otherwise make available Confidential Information other than to Personnel who have a need to know the information to enable the Service Provider to perform its obligations under this POC.
- (b) All Confidential Information will remain the property of the Purchaser and all copies or other records containing the Confidential Information (or any part of it) must be returned by the Service Provider to the Purchaser on termination or expiry of this POC.
- (c) The Service Provider acknowledges that the Purchaser will be entitled (in addition to any other remedy it may have) to seek an injunction or other equitable relief with respect to any actual or threatened breach by the Service Provider of this clause **Error! Reference source not found.** and without the need on the part of the Purchaser to prove any special damage.
- (d) The Service Provider must ensure that all records are stored and managed to ensure a high degree of confidentiality.
- (e) It is not a breach of this clause 23.2 for the Service Provider to disclose Confidential Information which it is obliged by law to disclose to the person to whom it is disclosed.
- (f) If the Service Provider is required, or anticipates or has cause to anticipate that it may be required, by law or court order to disclose Confidential Information, the Service Provider must immediately notify the Purchaser of the actual or anticipated requirement and use its best endeavours (without breach of applicable law) to delay and withhold disclosure until the Purchaser has had a reasonable opportunity to oppose disclosure by lawful means.

23.3 Disclosure of Service Provider's information

- (a) The Purchaser agrees to treat all information of or relating to the Service Provider that is provided to it under this POC by or on behalf of the Service Provider as confidential.
- (b) The Service Provider hereby consents to:
 - (i) the Purchaser (or such other governmental agency as may, from time to time, be responsible for doing so) publishing, whether on the internet or otherwise,

all such information as is necessary to comply with the requirements of the Contracts Publishing System;

- (ii) the Purchaser making available to the Victorian Auditor- General all information that is requested by the Auditor-General;
 - (iii) the Purchaser making available all information in relation to the Service Provider or this POC as may be required to comply with its obligations under the *Freedom of Information Act* 1982 (Vic);and
 - (iv) the Purchaser providing to the Lead Department information about this POC.
- (c) Nothing in this clause derogates from, or operates to limit, the Purchaser's rights to disclose Remuneration Information under, and in accordance with, Schedule 8.
- (d) The Service Provider warrants that it has obtained all necessary consents from any Security Staff, including those employed or engaged by Subcontractors, in order for the Confidential Information to be used and disclosed as contemplated by this clause 24 without the Purchaser or any other person to whom the Confidential Information is disclosed infringing any legal rights of any person or contravening any Legislative Requirements (including in respect of personal information).

23.4 Privacy

- (a) The Service Provider acknowledges that it will be bound by the PDP Act, Information Privacy Principles, Health Privacy Principles and any applicable Code of Practice (together, Privacy Obligations) with respect to any act done or practice engaged in by the Service Provider for the purposes of this POC, in the same way and to the same extent as the Privacy Obligations would have applied to the Purchaser in respect of that act or practice had it been directly done or engaged in by the Purchaser.
- (b) The Service Provider agrees that it will:
 - (i) assist the Purchaser to comply with its obligations under the Privacy Obligations, to the extent reasonably possible;
 - (ii) immediately notify the Purchaser upon becoming aware of any breach of the Privacy Obligations and comply with all directions of the Purchaser in respect of the breach;
 - (iii) provide the Purchaser with such co-operation as the Purchaser requires in relation to resolving any complaint concerning privacy; and
 - (iv) provide access to or amendment of any record(s) a directed by the Purchaser.
- (c) The Service Provider agrees to comply with any directions made by the Commissioner, the Commonwealth Privacy Commissioner or the Victorian Health Services Commissioner relevant to this POC.
- (d) Without limiting anything in this clause **Error! Reference source not found.**, in relation to any Personal Information obtained by the Service Provider in connection with this POC, the Service Provider must:
 - (i) not collect, use, disclose store, transfer or handle the information except in accordance with the Privacy Obligations;
 - (ii) not, without the prior consent of the Purchaser, disclose the information to a person who is outside Victoria;

- (iii) take all reasonable steps to ensure that the information is protected from misuse, interference or loss, and from unauthorised access, modification or disclosure;
- (iv) take all reasonable steps to destroy or permanently de-identify information that is no longer needed for the purposes of this POC;
- (v) co-operate with any reasonable request or direction the Purchaser makes which relates to the protection of the information or the exercise of the functions of the Commissioner, the Commonwealth Privacy Commissioner or the Victorian Health Services Commissioner;
- (vi) ensure that access to the information is limited to those of its Personnel who are required to access that information for the purposes of this POC; and
- (vii) comply with any reasonable direction of the Purchaser in relation to a complaint concerning privacy received by either party.

23.5 Data Protection

- (a) The Service Provider acknowledges that the Purchaser are bound by the Protective Data Security Standards.
- (b) The Service Provider warrants that it will not do any act or engage in any practice that contravenes a Protective Data Security Standard or would give rise to contravention of a Protective Data Security Standard by the Purchaser in respect of any data held, used, managed, disclosed or transferred by the Service Provider on behalf of the Purchaser.

24. Insurance

- (a) The Service Provider must (and must ensure that any Subcontractors appointed by it under clause 6) obtain and maintain for the Term (and, in respect of insurances obtained on a claims made basis, for a period of seven years after the end of the Term) the insurances specified in Item 11 of Schedule 1.
- (b) The Service Provider must provide the Purchaser with evidence of the currency of any insurance it is required to obtain on or prior to submitting its first invoice under this POC, and otherwise on request by the Purchaser at any time during the Term.
- (c) Where any insurance the Service Provider is required to obtain and maintain expires during the Term (Initial Insurance), the Service Provider must provide the Purchaser with evidence of the currency of relevant replacement insurance prior to the expiration of the Initial Insurance.
- (d) Any insurance obtained pursuant to clause 24 must be:
 - (i) taken out with an insurer acceptable to the Purchaser; and
 - (ii) on terms (including any excess) which are acceptable to the Purchaser.
- (e) The Service Provider must not do or allow anything to be done which:
 - (i) reduces its insurance below the amounts set out in Item 11 of Schedule 1; or
 - (ii) makes any insurance policy obtained pursuant to this POC either void or voidable.
- (f) The Service Provider must notify the Purchaser in writing of any claims against the insurances effected by the Service Provider relating to this POC within a reasonable time after it becomes aware of the claims and provide such further

information to the Lead Department in relation to the claim as the Purchaser may reasonably require.

- (g) The Service Provider must provide all reasonable assistance in connection with any insurance claim made in connection with this POC.

25. Disputes

25.1 Nominated Representatives

If any dispute arises under or in connection with this POC (Dispute), the POC Contract Manager and the POC Relationship Manager must promptly meet and discuss in good faith with a view to resolving such Dispute.

25.2 Senior Executives

- (a) If any Dispute is not able to be resolved by the POC Contract Manager and the POC Relationship Manager within five Business Days, each Party must nominate a suitable senior executive (Executives), with the authority to settle the Dispute, and the Executives must promptly meet and discuss the Dispute in good faith with a view to resolving the Dispute.
- (b) Where suitable Executives are not able to be identified within five Business Days or the Purchaser considers it appropriate, the Dispute may be escalated to the Lead Department Category Manager and the Lead Department Contract Manager. The POC Contract Manager, POC Relationship Manager and Lead Department Representatives must promptly meet to discuss the Dispute in good faith with a view to resolving the Dispute.

25.3 Mediation

- (a) If any Dispute is unable to be resolved in accordance with clause 25.2 within 10 Business Days, the Parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.
- (b) The mediation will be conducted in accordance with the mediation guidelines of ADC (Guidelines) which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those Guidelines are incorporated in this POC.

25.4 Arbitration or litigation

- (a) If the Parties fail to settle any Dispute in accordance with clause 25.3, the Parties may agree to submit the Dispute for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.
- (b) If the Parties do not agree to refer the Dispute to arbitration in accordance with clause 25.4 either party may submit the Dispute for resolution to the exclusive jurisdiction of the Courts of Victoria, Australia.

25.5 Performance during Dispute resolution

The Parties to a Dispute will continue to perform their respective obligations under this POC pending the resolution of a Dispute under this clause **Error! Reference source not found..**

25.6 Interlocutory relief

Nothing in this clause **Error! Reference source not found.** is to be taken as preventing any party to a Dispute from seeking interlocutory relief in respect of such dispute. Except where a party seeks urgent interlocutory relief (including interim injunctions), neither Party may commence court proceedings relating to this POC before it has complied with the dispute resolution procedures under this clause **Error! Reference source not found.**

26. GST

26.1 Definitions

Terms used in this clause 26 have the same meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

26.2 Consideration is inclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this POC are inclusive of GST.

26.3 Recipient to pay an additional amount

If the prices referred to in the Price Schedule are specifically noted to be exclusive of GST, the recipient of the taxable supply must pay to the Service Provider an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this POC.

26.4 Reimbursement

If this POC requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense plus any GST payable by the other party.

26.5 Adjustment events

If an adjustment event arises in respect of a supply made under this POC, the additional amount payable on account of GST in accordance with clause 26.3 must be adjusted to reflect the adjustment event. A corresponding payment must also be made by the supplier to the recipient, or by the recipient to the supplier, as the case may be.

27. Compliance with Laws, Policies and Victorian Government requirements

27.1 General Law and Policy

The Service Provider must, in performing its obligations under this POC:

- (a) comply with:
 - (i) all Laws affecting or applicable to the provision of Security Services by the Service Provider;

- (ii) all Policies;
 - (iii) the conditions of all authorisations, permits, consents, approvals and licences referred to in clause 16 and;
 - (iv) without limiting clause 27(1)(a) the provisions set out in Schedule 9; and
- (b) co-operate and actively engage with the Purchaser in order to ensure that it is aware of, understands and can comply with each of the Policies including:
- (i) security-specific Policies, other Policies relevant to the use of Security Services by the Purchaser such as gift policies and Policies of more general application such as data security and occupational health and safety Policies; and
 - (ii) new, amended, supplemented and replacement Policies from time to time.

27.2 The Supplier Code of Conduct

The Service Provider acknowledges that:

- (a) the Supplier Code of Conduct contained in Schedule 12 is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of Service Providers;
- (b) it has read the Supplier Code of Conduct; and
- (c) the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the Service Provider, whether under this POC or at Law.

28. Information Technology

- (a) Neither the Service Provider, nor its Personnel will introduce a virus, malicious code, malware or any disabling code to any computers or computer network of the Purchaser, either from a magnetic disk, magnetic tape, by e-mail or otherwise.
- (b) The Service Provider must ensure that it maintains appropriate virus protection software on all computers that are connected to the internet or may otherwise communicate with any of the Purchaser's computers.

29. Notices

29.1 Giving a communication

A notice, demand, certification, process or other communication relating to this POC must be in writing in the English language, and may (in addition to any other method permitted by law) be sent by pre-paid post, pre-paid courier or by email to the address and recipient which is set out in Item 6 of Schedule 1.

29.2 Time of delivery

A notice or document shall be taken to be delivered or served as follows:

- (a) in the case of delivery in person or by courier, when delivered;
- (b) in the case of delivery by post, five Business Days after the date of posting; and
- (c) in the case of electronic mail, if the receiving party has agreed to receipt in that form under this POC, and the message is correctly addressed to and successfully

transmitted to that party's electronic mail address (e-mail address), when acknowledgment of receipt is recorded on the sender's computer.

29.3 After hours communications

If any notice or document is delivered or deemed to be delivered:

- (a) on a Business Day after 5.00 pm in the place of receipt; or
- (b) on a day that is not a Business Day (i.e. Saturday, Sunday or a public holiday as defined in the *Public Holidays Act 1993* (Vic) in Melbourne),

it is taken as having been delivered at 9.00 am on the next Business Day.

30. General

30.1 Legal costs

Except as expressly stated otherwise in this POC, the Parties must pay their own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this POC.

30.2 Amendment and variation

- (a) This POC may only be varied or replaced by an instrument executed by the Purchaser and the Service Provider.

30.3 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this POC does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right by the first party.

30.4 Severability

Any provision of this POC which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision shall, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

30.5 Rights cumulative

Except as expressly stated otherwise in this POC, the rights of a party under this POC are cumulative and are in addition to any other rights of that party.

30.6 Governing law and jurisdiction

- (a) This POC is governed by and is to be construed in accordance with Laws.
- (b) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

30.7 Assignment of rights

- (a) The Purchaser may assign any of its rights under this POC at any time. The Purchaser must provide the Service Provider with written notice of this intention.
- (b) The Service Provider must not assign any right under this POC without the prior written consent of the Purchaser.
- (c) The Service Provider will be responsible for acts and omissions of any assignee.
- (d) Each party agrees to execute any documents necessary to document the exercise of a permitted right of assignment or novation under this POC.

30.8 Counterparts

This POC may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

30.9 Relationship of Parties

This POC is not intended to create a partnership, joint venture or agency relationship between the Parties.

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DJPR RESERVES ITS RIGHTS TO PII, LPP AND/OR PRIVACY CLAIMS

Schedule 1 Purchase Order Contract Details

Item 1 Term

Commencement Date: 6 April 2020
 Expiry Date: 30 April 2020
 Extension Period: Up to 30 June 2020 (as required by Purchaser)

Item 2 POC Contract Manager and POC Relationship Manager

POC Contract Manager

Name: PPO
 Title: Principal Policy Officer, Employment, Department of Jobs,
 Precincts and Regions
 Telephone: Personal Information
 Mobile: Personal Information
 Email: Personal Information @ecodev.vic.gov.au

POC Relationship Manager

Name: Jamie Adams
 Title: General Manager Victoria and Tasmania
 Telephone: Personal Information
 Mobile: Personal Information
 Email: Personal Information @msssecurity.com.au

Site Manager – [specify relevant site/location at which Security Services are provided]¹

Name: Anthony Bandiera
 Title: Business Manager Client Services
 Telephone: Personal Information
 Mobile: Personal Information
 Email: Personal Information @msssecurity.com.au

¹ Note: The requirement will be that there will be a Site Manager for each site or location at which Security Services are provided. Accordingly, where services are provided at multiple sites under a POC, the Service Provider will have to nominate a Site Manager for each site.

Item 3 Invoicing

Invoicing frequency

Invoices are to be submitted fortnightly to the Purchaser.

Invoice requirements

Invoices must contain the information necessary to be a tax invoice for the purposes of the *A New Tax System (Services and Services Tax) Act 1999* (Cth) in addition to the following:

- the Service Provider's ABN;
- any amount of GST paid or payable by the Service Provider with respect to the Fees;
- the Service Provider's address for payment;
- the Purchaser's Purchase Order number;
- full particulars of the Security Services provided which will allow the POC Contract Manager to verify that the Security Services to which the invoice relates have been performed;
- the Rate or Fees charged;
- the hours spent on providing the Security Services;
- the amortised interest charge of the bank guarantee for the period of the invoice; and
- any costs, expenses or disbursements.

Address for invoice:

All invoices must be sent to the POC Contract Manager.

Item 4 Payment

Electronic Transfer of funds.

Item 5 Bank Guarantee

N/A

Item 6 Notice particulars

Purchaser

Address: 1 Spring Street, Melbourne, Victoria, 3000
 Fax: N/A
 Email: Personal Inform@ecodev.vic.gov.au
 Addressee: PPO Principal Policy Officer, Employment, Department of Jobs, Precincts and Regions

Service Provider

Address: Gateway Business Park, Level 2, 63-79 Parramatta Road, Silverwater NSW 2128
 Fax: Personal Information
 Email: Personal Information@msssecurity.com.au
 Addressee: Jamie Adams, General Manager Victoria and Tasmania

Item 7 Contract Management and Performance

Contract management and performance issues are to be discussed (including a review of the KPIs) on the submission of each invoice.

Item 8 Documentation

Insert details of any additional documentation (other than the Tender Documentation) that forms part of this POC: N/A

Item 9 Access to the Purchaser's Sites

Directions relevant to the Service Provider's Access may include, but not be limited, to the following:

1. accessing the Designated Locations at such times as are notified by the POC Contract Manager; and
2. whilst performing the Security Services, acting in a safe and lawful manner and observing the security measures notified from time to time by the POC Contract Manager.
3. using entrances and exits nominated by the Purchaser;
4. not examining, copying, removing, or otherwise interfering with anything on the Designated Locations, except for the purpose of the performance of the Security Services;
5. protecting people and property; and
6. preventing nuisance and unnecessary noise and disturbance.

Item 10 Security Services Staff

As nominated by the Service Provider.

Item 11 Insurance

Type of coverage	Amount (AUD)
Public liability insurance	\$20 million per claim and in the aggregate in any 12 month policy period
Professional Indemnity Insurance	\$5 million per claim and in the aggregate in any 12 month policy period

Schedule 2 Rates and Fees

The Rates and Fees payable to the Service Provider in respect of the Security Services will be calculated on the pricing rates and in accordance with the Payment Preconditions, both as set out below.

1.Payment Preconditions

- 1.1 Prior to the Service Provider delivering the Security Services at any particular Designated Location, the Purchaser must approve in writing the Scope of Security Services for that Designated Location.
- 1.2 The Purchaser may at any time increase or decrease the Scope of the Security Services at its absolute discretion and any changes in Scope proposed by the Service Provider must be preapproved by the Purchaser in writing.
- 1.3 The Purchaser will only pay for Security Services (including the Service Provider Personnel) that it has approved in accordance with Payment Precondition's 1.1 and 1.2.

For the purposes of the Schedules to this Agreement, **Scope** means the number of Service Provider Personnel at each level of seniority that will deliver the Security Services at each Designated Location. The Service Provider will provide the proposed Scope to the Purchaser, in the form set out in Part 2 of Schedule 5 (or as otherwise directed by the Purchaser), for the Purchaser's approval.

2.GST

All rates expressed as GST exclusive.

3.Pricing

Position	Monday to Friday Day (12 hrs) (per hour)	Monday to Friday Night (12 hrs) (per hour)	Saturday (per hour)	Sunday (per hour)	Public Holiday (per hour)
Security Officer	\$44.25	\$52.82	\$64.00	\$83.74	\$103.48
Concierge Officer	\$44.25	\$52.82	\$64.00	\$83.74	\$103.48
Security Supervisor	\$48.93	\$58.48	\$70.94	\$92.94	\$114.94

4. Minimum Charge

A minimum 4-hour charge per Service Provider Personnel per shift.

5. Personal Protective Equipment

Personal Protective Equipment required for the delivery of the Security Services related to this Agreement and approved for use by the Purchaser will be on-charged at cost + 10%, on the provision of receipts of the purchase of the Personal Protective Equipment to the Purchaser.

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Schedule 3 Specifications

Part 1 – Technical Specifications

N/A

Part 2 – General Specifications

In response to the state of emergency that has been declared in Victoria due to the COVID-19 pandemic, the State of Victoria has agreed to make accommodation, including hotels (collectively call "Hotels"), available to certain Victorians, for the purpose of self-isolation requirements, including to:

- (i) all travellers returning from overseas to Victoria, for an enforced quarantine period of 14-days;
- (ii) health care and associated workers; and
- (iii) vulnerable cohorts of the community, including but not limited to, the elderly, wards of state, the homeless and recently released prisoners.

The Service Provider must provide security services, including all ancillary services associated with the provision of security ("Security Services") at the locations notified by the Purchaser (the Designated Locations), which will include but not be limited to the following Security Services:

Before check in:

- Ensuring that there is an adequate number of Service Provider Personnel in position on floors where guests are staying.

During check in:

- Accompanying guests in the lift up to their floor and to their room. No more than 4 per lift (including the security officer).
- Assisting with arriving busses (such as getting luggage off bus if people need help).
- Being present to manage any on site issues.

Once checked in:

- Maintaining presence on-floors, lobby and front door of each Designated Location.
- Receiving and checking parcels and logging details from courier services approved by the Purchaser only. All deliveries from family and friends to be refused.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer).
- Accepting and delivering food deliveries to rooms for DHHS approved guests only.
- Supporting outdoor breaks for guests in accordance with arrangements agreed at each Designated Location.
- Maintain security: Only allowing persons authorised by the Purchaser to enter each Designated Location.

During check out:

- Assist with the checking out of guests by escorting guests from their rooms to the lobby when directed and assisting with luggage where required.

Escalation of issues:

- The Service Provider will escalate issues as outlined below or as directed by the Purchaser:
 - o Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site as soon as possible.
 - o Dinner / food complaints to be communicated to the Hotel staff.
 - o Any other onsite queries to be communicated to the Purchaser's Designated Location Manager.

At all times:

- respond to routine and emergency incidents;
- In the case of any emergency at any time during the provision of the Services, the Service Provider must call 000.

Amendments to Services

The Purchaser may at any time revise these Services by adding or subtracting parts of the services or how they are delivered, at its sole discretion.

Provision of Services generally1. Follow directions and Cooperate with Purchaser and Purchaser contractors

The Service Provider must cooperate with and regularly liaise with the Purchaser including but not limited to:

- following all reasonable directions made by the Purchaser;
- immediately notifying the Purchaser of any issues in relation to the provision of the Services, including but not limited to anything which may create a risk (including health risk) to any of the guests or any other person such as any occupational health and safety incidents, unavailability of the Service Provider's Personnel, known exposure to or infection of COVID-19 of the Service Provider's Personnel, or circumstances which cast doubt on the fitness any of the Service Provider's Personnel to provide the Services;
- cooperating with any other contractors of any nature engaged by the Purchaser; and
- providing reports to the Purchaser as and when requested which will include all information reasonably requested by the Purchaser and be in a form notified by the Purchaser.

2. Service Provider Personnel to wear personal protective equipment

The Service Provider must ensure that the Service Provider Personnel must wear all necessary personal protective equipment (that complies with the relevant public health

standards including but not limited to in relation to COVID-19) at all times while performing of the Security Services.

3. Service Provider Personnel training

The Service Provider acknowledges and agrees that it and its Personnel, while delivering the Security Services, are likely to come into contact with people who have or may potentially have COVID-19.

The Service Provider must (at its cost) and will be responsible for ensuring that before the Service Provider's Personnel perform the Security Services they receive:

- a) adequate training in security, workplace health and safety, customer service and risk management as applicable for the provision of security services and, including but not limited to, in relation to COVID-19;
- b) meet all relevant safety induction requirements for the Designated Locations; and
- c) in addition to the above, have undertaken the Australian Government Department of Health COVID-19 infection control training module, or any and all other COVID-19 awareness training as directed by the Purchaser,

and the Service Provider must ensure that quality management systems, which at a minimum include consideration of the issues listed above, are maintained during the term of the Agreement.

Preferred Quality Systems Standards that should be taken into consideration under the above clause 0 are:

- a) Quality Systems Standards AS/NZS ISO 9001:2008 (including AS/NZS ISO9001:2000);
- b) Australian Standard, AS4421 – 2011 'Guards and Patrols';
- c) Australian and New Zealand Standard, AS/NZS: 31000:2009 Risk Management; and
- d) Australian Standard 4801:2001 Occupational Health and Safety Management.

4. Business Continuity Plan

The Service Provider must have a business continuity plan in place that includes:

- a) contingency arrangements should any Service Provider Personnel become unavailable during the provision of the Security Services, including in accordance with clause 9.3; and
- b) consideration of occupational health and safety for all Service Provider Personnel if there is exposure or infection of COVID-19.

Definition:

Designated Location means, throughout this Agreement, any location that Security Services are to be provided, as notified by the Purchaser to the Service Provider. At the time of entering into this Agreement, they include:

- ParkRoyal Melbourne Airport, Arrival Drive Melbourne Airport, Tullamarine VIC 3045
- Four Points by Sheraton Melbourne, 443 Docklands Dr, Docklands VIC 3008
- Holiday Inn Melbourne Airport, 10/14 Centre Rd, Melbourne Airport VIC 3045

- Travelodge Hotel Melbourne Docklands, 66 Aurora Ln, Docklands VIC 3008

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Schedule 4 VIPP Compliance Matrix

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Schedule 5 Service Level Requirements

Part 1 – Service Level Requirements

N/A

Part 2 – Reporting

Security Services Reporting

Fortnightly reporting is required on delivery of invoices addressing performance against the Security Services, in a form as notified by the Purchaser.

General Reporting

The Service Provider must provide a Scope Report to the Purchaser in relation to the Security Services provided at each Designated Location whenever there is a change in Scope and as and when requested by the Purchaser.

The template for the Service Provider's proposed Scope of Services and any required Scope Reports is as set out below:

Service Provider Scope Report and Scope template

Designated Location:	
Address:	
Start Date:	
Total Floors:	
Total Rooms:	
Notes:	

On duty (per 24-hour period)	Hours Scheduled/Delivered	Daily Cost (M-F)	Evening Cost (M-F)	Daily Cost (Sat)	Daily Cost (Sun)	Daily Cost (P/H)
Security Supervisors						
Security Officers						
Concierge Officers						

Other Costs (estimate)						
	Total Daily Cost					

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Schedule 6 Purchaser KPIs

Part 1 – Purchaser KPIs

The Service Provider must ensure that the following KPIs are met:

1. Impacted travellers are transferred in and out of self-isolation on the premises of Designated Locations without incident.
2. Impacted travellers serving their self-isolation period complete their isolation in their hotel room (with outdoor breaks supported as agreed) in accordance with Victorian Government requirements.

Part 2 – Reporting

The Service Provider must submit fortnightly reporting required on delivery of invoices addressing performance against the above KPIs.

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Schedule 7 Service Rebates

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Schedule 8 No Less Favourable Mechanism

- (a) In respect of this POC, the Service Provider must at all times pay to each relevant member of its Security Staff, an amount of remuneration for work performed that is no less than the remuneration calculated using:
- (i) the Benchmark Rate of Pay; or
 - (ii) where an Adjusted Rate of Pay exists, the Adjusted Rate of Pay.
- (b) For the purpose of this clause, the following terms are defined as set out below:
- (i) **Benchmark Rate of Pay** means:
 - (A) for ordinary time hours, the minimum ordinary time rate of pay paid to each classification of Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services;
 - (B) for overtime hours, or hours that attract loadings or penalties, the rates paid to each classification of Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services; and
 - (C) for allowances, any monetary allowances paid to Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services.
 - (ii) **Adjusted Rate of Pay** means, from the date that any relevant increases would have been awarded, the Benchmark Rate of Pay plus any increases to the Benchmark Rate of Pay that the Previous Service Provider had committed to award to its Security Staff in respect of the performance of the Site Security Services immediately prior to the Service Provider commencing to provide the Site Security Services.
 - (iii) **Previous Service Provider** means the Service Provider that provided Security Services at the site at which the Site Security Services are (or are to be) provided immediately prior to the Service Provider commencing provision of the Site Security Services.
 - (iv) **Remuneration Information** means all information regarding the remuneration arrangements for the Security Staff in respect of the provision of Site Security Services and which is required to identify the Benchmark Rate of Pay and the Adjusted Rate of Pay for the purpose of any future POC.
- (c) Nothing in subclause (a) above requires the Service Provider to ensure that any member of its Security Staff receives an amount in excess of that required by subclause (a) above.
- (d) For the purpose of implementing and enforcing the requirement in paragraph (a) above, the Service Provider must, at any time upon the request of the Purchaser, provide the Purchaser with the Remuneration Information.
- (e) Without limiting any of its other obligations under this POC, the Service Provider must (and must ensure that its Personnel and advisers):
- (i) use and reproduce any Remuneration Information that is provided to it under this clause only for the purpose of performing its obligations under this POC (including under this clause); and

- (ii) not disclose or otherwise make available such Remuneration Information other than to personnel who:
 - (A) have a need to know the information to enable the Service Provider to perform its obligations under this POC; and
 - (B) are legally obliged to keep the information confidential on terms no less onerous than those imposed on the Service Provider under this POC.
- (f) Despite clause **Error! Reference source not found.** of this POC and any other obligations that may be imposed on the Purchaser under the Law (including any Legislative Requirements, the common law or equity), the Purchaser is entitled to disclose, and may disclose, any Remuneration Information (whether provided by the Service Provider under this Schedule 8 or otherwise) as required to give effect to the arrangements contemplated by this POC, Schedule 8 and the SPC Agreement, including by disclosing that Remuneration Information to other service providers on the Panel from which the Purchaser has sought, or intends to seek, a quote to provide Security Services.
- (g) Without limiting its obligations under the SPC Agreement, this POC or the law, the Service Provider must ensure that it has obtained all necessary consents from any Security Staff and any person who employs or engages any Security Staff in order that:
 - (i) the Purchaser can use Remuneration Information provided to them under this POC; and
 - (ii) any other service provider on the Panel to whom the Lead Department or a Purchaser discloses that Remuneration Information to use that information for the purposes of performing its obligations under the SPC Agreement and this POC, without the Lead Department, Purchaser or other service provider infringing any legal rights of the Security Staff or other person, or contravening any Legislative Requirements, including rights in respect of personal information and confidential information.

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Schedule 9 Compliance with Law

In performing its obligations under this Contract and each Purchase Order Contract, the Service Provider must comply with the provisions set out in this Schedule (without limiting any of its other obligations under this Contract or the Purchase Order Contract):

2. Employment practices

The Service Provider agrees, during the Term:

- (a) to comply with its obligations, if any, under the *Equal Opportunity Act 2010* (Vic) or the *Disability Discrimination Act 1992* (Cth);
- (b) to comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth);
- (c) not to enter into a sub-contract with an entity named in a report tabled in Commonwealth Parliament by the Director of Workplace Gender Equality as a Service Provider that has not complied with the *Workplace Gender Equality Act 2012* (Cth);
- (d) to comply with such other State and Commonwealth legislation relevant to anti-discrimination as may be relevant to this Contract or a Purchase Order Contract; and
- (e) to use its reasonable endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people where there are positions available and there are Aboriginal or Torres Strait Islander people available with suitable qualifications and expertise.

3. Occupational Health and Safety

- (a) The Service Provider agrees, when using the Lead Department's or a Purchaser's premises, to comply with all reasonable directions of the Lead Department or Purchaser, including, but not limited to, documented procedures relating to occupational health, safety and security in effect at those premises. This obligation extends to all procedures which are notified to the Service Provider by the Lead Department or a Purchaser (as the case may be) or which might reasonably be inferred by the Service Provider in all the circumstances.
- (b) In addition to the requirements of section 2(a), the Service Provider agrees that, when working on the Lead Department's or a Purchaser's premises, it will comply, and will ensure that its personnel comply, with all applicable Commonwealth, State and local government laws, regulations and procedures relating to occupational health and safety.

4. Code of Conduct

If the Service Provider:

- (a) is required to supervise any employees, contractors, subcontractors or agents of the Lead Department or a Purchaser;
- (b) is performing functions and duties on behalf of the Lead Department or a Purchaser at the Lead Department's or the Purchaser's premises; and

- (c) has access to resources and/or information which are not usually accessible by or available to the general public,

then the Service Provider and its employees, contractors, subcontractors and agents must, throughout the Term, observe the Code of Conduct for Victorian Public Sector Employees and such other relevant State Government policies as may be notified by the Lead Department or a Purchaser to the Service Provider.

5. Applicable Industrial Instruments and Applicable Legislation

- (a) The Service Provider must not engage in any practice that is contrary to any Applicable Industrial Instrument or Applicable Legislation, insofar as it applies to the Service Provider.
- (b) In addition to any other rights under this Contract, if the Service Provider is in breach of section 4(a), the Lead Department may suspend the operation of this Contract, or the performance of its obligations under it, immediately by notice to the Service Provider for so long as the breach continues.

6. Local Jobs First – Victorian Industry Participation Policy

6.1 Estimate of local content

- (a) The Supplier must, in performing its obligations under this Agreement, consider engaging competitive Australian, New Zealand and Victorian suppliers, subject to value for money criteria, wherever possible.
- (b) The Supplier must, in performing its obligations under this Agreement, undertake to achieve [insert numerical percentage estimate of local content] of local content, wherever possible.

6.2 Use of VIPP information

The Supplier acknowledges and agrees that:

- (a) the Supplier's estimate of local content will be:
- (i) included in the Agency's report of operations under Part 7 of the *Financial Management Act 1994* in respect of the Agency's compliance with the VIPP in the financial year to which the report of operations relates; and
 - (ii) provided to the Responsible Minister for inclusion in the Responsible Minister's report to the Parliament for each financial year on the implementation of the VIPP during that year; and
 - (iii) may be disclosed in the circumstances set out in clause 26 or as otherwise required by Law.

7. Definitions

In this Schedule 9:

Applicable Industrial Instruments means an Award or Enterprise Contract that specifically applies to the employees of the Service Provider and is binding on the Service Provider.

Applicable Industrial Instruments and Legislation means all Applicable Industrial Instruments and all Applicable Legislation.

Applicable Legislation means:

- (a) *Outworkers (Improved Protection) Act 2003* (Vic);
- (b) *Dangerous Goods Act 1985* (Vic);
- (c) *Equipment (Public Safety) Act 1994* (Vic);
- (d) *Occupational Health and Safety Act 2004* (Vic);
- (e) *Fair Work Act 2009* (Cth);
- (f) *Long Service Leave Act 1992* (Vic);
- (g) equivalent legislation in States and Territories other than Victoria; and
- (h) any other legislation designated by the Victorian Government as Applicable Legislation.

Award means any award of Fair Work Australia or any tribunal empowered to make industrial awards for Victorian employees or employees in any other State or Territory.

Enterprise Contract means any certified contract of Fair Work Australia or a State industrial department.

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Schedule 10 Transition

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Schedule 11 Bank Guarantee

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Schedule 12 Supplier Code of Conduct

The Service Provider must adhere to the Supplier Code of Conduct. Refer to <http://www.procurement.vic.gov.au/Suppliers/Supplier-Code-of-Conduct>

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Schedule 13 Disengagement

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Schedule 14 Special Conditions

The following Special Conditions amend the other terms of this Agreement:

Clause Reference	Amendment
Clause 3.12(a) Service Provider to provider equipment	In clause 3.12(a) after the words "for the performance and maintenance (where appropriate) of the Security Services" include the following words: "... and its obligations under this Agreement, including all necessary personal protective equipment to be worn by Service Provider Personnel in accordance with the relevant public health standards including but not limited to in relation to COVID-19."
Clause 15.1 General Liability	In clause 15.1(a): (a) Insert the word "releases," after the words "The Service Provider at all times"; and (b) delete subsection (i) and replace with: "personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19) caused or contributed to by the acts or omissions of the Service Provider or its Personnel;" (c) Include a new subsection (xi) after subsection (x) as follows: "personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19) of the Personnel of the Service Provider;"
Clause 23.4 Privacy	The following words are added to the end of clause 23.4(d)(v): "...including, that the Service Provider must, on request of the Purchaser, procure that any or all of its Personnel complete a personal undertaking relating to confidentiality, in a form provided by the Purchaser."

Executed as an agreement.

Signed by Simon Phemister, Secretary, a duly
Authorised officer of the Department of Jobs,
Precincts and Regions for and on behalf of the
STATE OF VICTORIA in the presence of:

Personal Information
[Redacted]

Personal Information
[Redacted]

Witness

Charles Rankin

Name of Witness (print)

Executed by MSS Security Pty Ltd
[ABN 29 100 573 966] in
accordance with section 127
of the Corporations Act:

Personal Information
[Redacted]

Company Secretary/Director

Personal Information
[Redacted]

Name of Company Secretary/Director (print)

Personal Information
[Redacted]

Director

Personal Information
[Redacted]

Name of Director (print)

Personal Information
[Redacted]

Witness

Personal Information
[Redacted]

Name of Witness (print)

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From: [Redacted] (DJPR)
Sent: Wed, 15 Apr 2020 14:53:59 +1000
To: [Redacted] (DJPR)
Cc: [Redacted] (DJPR) [Redacted] (DJPR)
Subject: [Redacted]
Attachments: [Redacted]
 Privilege [Redacted]

Privilege [Redacted]

[Redacted]
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[Redacted]
 Personal Information [Redacted]
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Privilege [Redacted]

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Privilege

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From: PPO [redacted] (DJPR)
Sent: Thu, 9 Apr 2020 21:42:01 +1000
To: Greg Watson
Subject: RE: Health and Welfare Policy

Sorry Greg, but one more notice. DHHS has provided a direction that anyone that it deems as high risk be granted access to food deliveries (Uber Eats, etc) to meet their dietary requirements. DHHS will provide advice on relevant guests and has requested the cooperation of security staff.

PPO [redacted]
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [redacted]
Personal Informa [redacted] [@ecodev.vic.gov.au](mailto:[redacted]@ecodev.vic.gov.au)

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[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#) | [Twitter](#)

From: Greg Watson (Personal Information [redacted]) <[\[redacted\]@wilsonsecurity.com.au](mailto:[redacted]@wilsonsecurity.com.au)>
Sent: Thursday, 9 April 2020 9:14 PM
To: PPO [redacted] (DJPR) (Personal Information [redacted]) <[\[redacted\]@ecodev.vic.gov.au](mailto:[redacted]@ecodev.vic.gov.au)>
Cc: Gonul Serbest (DJPR) (Personal Information [redacted]) <[\[redacted\]@global.vic.gov.au](mailto:[redacted]@global.vic.gov.au)>
Subject: Re: Health and Welfare Policy

Thanks PPO [redacted]

I will let the team know

Regards Greg

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Greg Watson
n
General Manager Regional Operation
s



Level 3, 6 E
nglish Street
Essend V 3
on Fiel l 0
ds C 4
1
Australia

Personal Information [redacted]
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urity.com.au](mailto:[redacted]@wilsonsec
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From: PPO [REDACTED] (DJPR) <[REDACTED]@ecodev.vic.gov.au>
Sent: Thursday, April 9, 2020 9:11:44 PM
To: Greg Watson <[REDACTED]@wilsonsecurity.com.au>
Cc: Gonul Serbest (DJPR) <[REDACTED]@global.vic.gov.au>
Subject: RE: Health and Welfare Policy

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It applies to all sites Greg. You can liaise with Authorised Officers to on how this can be put into practice safely.

Thanks for your cooperation.

PPO [REDACTED]
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
 Personal Information [REDACTED]
 Personal Inform [REDACTED] <[REDACTED]@ecodev.vic.gov.au>

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jobs.vic.gov.au



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From: Greg Watson <[REDACTED]@wilsonsecurity.com.au>
Sent: Thursday, 9 April 2020 9:07 PM
To: PPO [REDACTED] (DJPR) <[REDACTED]@ecodev.vic.gov.au>
Cc: Gonul Serbest (DJPR) <[REDACTED]@global.vic.gov.au>
Subject: Re: Health and Welfare Policy

Hi [REDACTED]

Thank you for the clarification and we are happy to comply.

Can I assume the additional security coverage applies to all 3 Hotels or just Pan Pacific?

Regards Greg

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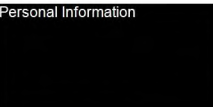
Greg Watson

n
General Manager Regional Operations



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Environment
ISO 14001
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From: PPO (DJPR) Personal Information @ecodev.vic.gov.au>
Sent: Thursday, April 9, 2020 8:56:06 PM
To: Greg Watson Personal Information @wilsonsecurity.com.au>
Cc: Gonul Serbest (DJPR) Personal Information @global.vic.gov.au>
Subject: Health and Welfare Policy

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Greg – A response to your query from earlier today. A Health and Welfare Policy, including provisions for quarantined travellers, has been endorsed by the Chief Health Officer. Included in the policy are the following health and exercise provisions:

- If the room has a balcony, ensure the residents can access it for fresh air.
- Advise residents to open windows/balconies where possible for fresh air and ventilation.
- If it is possible for residents to go outside to take some exercise for organised/supervised short periods of time, this should be facilitated where possible. Residents should ensure physical distancing is practised during this period. Only well residents from the same room should be able to go out to exercise at the same time.
- Residents should be provided with resources for exercise routines and yoga/mediation that they can perform safely within their rooms.

In order to support the implementation of this policy, DHHS is requesting that an additional three security staff be rostered for each shift between 8am-8pm. Authorised Officers will work with security on site to put this policy into practice.

Thanks for your cooperation on this.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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Personal Informa@ecodev.vic.gov.au

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From: PPO (DJPR)
Sent: Thu, 9 Apr 2020 21:40:21 +1000
To: Anthony Bandiera
Cc: Jamie Adams
Subject: RE: Health and Welfare Policy

Sorry Anthony, but one more notice. DHHS has provided a direction that anyone that it deems as high risk be granted access to food deliveries (Uber Eats, etc) to meet their dietary requirements. DHHS will provide advice on relevant guests and has requested the cooperation of security staff.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Anthony Bandiera <Personal Information @msssecurity.com.au>
Sent: Thursday, 9 April 2020 9:17 PM
To: PPO (DJPR) Personal Information @ecodev.vic.gov.au
Cc: Jamie Adams Personal Information @msssecurity.com.au
Subject: RE: Health and Welfare Policy

Thanks PPO I will try to get this covered by tomorrow.

Kind Regards

Anthony Bandiera
 Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

Personal Information

Personal Information @msssecurity.com.au



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From: [Personal Information] (DJPR) [Personal Information]@ecodev.vic.gov.au>
Sent: Thursday, 9 April 2020 9:14 PM
To: [Personal Information]@msssecurity.com.au>
Cc: [Personal Information]@msssecurity.com.au>
Subject: RE: Health and Welfare Policy

[Personal Information] The Policy is effective immediately, but we completely understand that you may not have additional staff rostered on for tomorrow. Your crews can liaise with Authorised Officers to determine how this policy can be put into practice safely at your sites.

Thanks for your cooperation.

[Personal Information]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[Personal Information]

[Personal Information]@ecodev.vic.gov.au

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From: [Personal Information]@msssecurity.com.au>
Sent: Thursday, 9 April 2020 9:09 PM
To: [Personal Information] (DJPR) [Personal Information]@ecodev.vic.gov.au>
Cc: [Personal Information]@msssecurity.com.au>
Subject: RE: Health and Welfare Policy

Hi [Personal Information] thanks for the update. Will this commence tomorrow or is there a date this will be implemented from?

Kind Regards

[Personal Information]



Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

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@msssecurity.com.au



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From: PPO (DJPR) <Personal Information @ecodev.vic.gov.au>
Sent: Thursday, 9 April 2020 8:59 PM
To: Anthony Bandiera <Personal Information @msssecurity.com.au>
Cc: Jamie Adams <Personal Information @msssecurity.com.au>
Subject: Health and Welfare Policy
Importance: High

Anthony – A Health and Welfare Policy, including provisions for quarantined travellers, has been endorsed by the Chief Health Officer. Included in the policy are the following health and exercise provisions:

- If the room has a balcony, ensure the residents can access it for fresh air.
- Advise residents to open windows/balconies where possible for fresh air and ventilation.
- If it is possible for residents to go outside to take some exercise for organised/supervised short periods of time, this should be facilitated where possible. Residents should ensure physical distancing is practised during this period. Only well residents from the same room should be able to go out to exercise at the same time.
- Residents should be provided with resources for exercise routines and yoga/meditation that they can perform safely within their rooms.

In order to support the implementation of this policy, DHHS is requesting that an additional three security staff be rostered for each shift between 8am-8pm. Authorised Officers will work with security on site to put this policy into practice.

Thanks for your cooperation on this.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: PPO (DJPR)
Sent: Thu, 9 Apr 2020 21:41:12 +1000
To: Nigel Coppick
Cc: David Millward (Personal Information)
Subject: RE: Health and Welfare Policy

Sorry Nigel, but one more notice. DHHS has provided a direction that anyone that it deems as high risk be granted access to food deliveries (Uber Eats, etc) to meet their dietary requirements. DHHS will provide advice on relevant guests and has requested the cooperation of security staff.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
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(Personal Information)

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From: Nigel Coppick (Personal Information) <unifiedsecurity.com.au>
Sent: Thursday, 9 April 2020 9:39 PM
To: PPO (DJPR) (Personal Information) <@ecodev.vic.gov.au>
Cc: David Millward (Personal Information) <@unifiedsecurity.com.au>; (Personal Information) <@unifiedsecurity.com.au>
Subject: Re: Health and Welfare Policy

You are most welcome

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
 Unit 6/109 Whitehorse Road
 Blackburn VIC 3130 Australia

(Personal Information) <@unifiedsecurity.com

.au

(Personal Information)



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On 9 Apr 2020, at 9:25 pm, PPO [REDACTED] (DJPR) [Personal Information] <@ecodev.vic.gov.au> wrote:

Thanks Nigel – Appreciate the quick reply.

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]

Personal Information [REDACTED] <@ecodev.vic.gov.au>

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<image001.png>

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From: Nigel Coppick [Personal Information] <@unifiedsecurity.com.au>

Sent: Thursday, 9 April 2020 9:18 PM

To: PPO [REDACTED] (DJPR) [Personal Information] <@ecodev.vic.gov.au>

Cc: David Millward [Personal Information] <@unifiedsecurity.com.au>; [Personal Information] <@unifiedsecurity.com.au>

Subject: Re: Health and Welfare Policy

Hi PPO [REDACTED]

I have just had a conference call with my operational leads across the space, we will engage the AO and hotel Managers tomorrow to identify locations, to support this measure from the CHO.

I will provide you an update on this tomorrow

Regards

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
 Unit 6/109 Whitehorse Road
 Blackburn VIC 3130 Australia

Personal Information [REDACTED] <@unifiedsecurity.com.a>

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[Redacted]

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On 9 Apr 2020, at 8:57 pm, PPO [Redacted] (DJPR) [Redacted] [Redacted]@ecodev.vic.gov.au> wrote:

Nigel – A Health and Welfare Policy, including provisions for quarantined travellers, has been endorsed by the Chief Health Officer. Included in the policy are the following health and exercise provisions:

- If the room has a balcony, ensure the residents can access it for fresh air.
- Advise residents to open windows/balconies where possible for fresh air and ventilation.
- If it is possible for residents to go outside to take some exercise for organised/supervised short periods of time, this should be facilitated where possible. Residents should ensure physical distancing is practised during this period. Only well residents from the same room should be able to go out to exercise at the same time.
- Residents should be provided with resources for exercise routines and yoga/mediation that they can perform safely within their rooms.

In order to support the implementation of this policy, DHHS is requesting that an additional three security staff be rostered for each shift between 8am-8pm. Authorised Officers will work with security on site to put this policy into practice.

Thanks for your cooperation on this.

PPO [Redacted]
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [Redacted]
[Redacted]@ecodev.vic.gov.au

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From: PPO [REDACTED] (DJPR)
Sent: Sat, 18 Apr 2020 09:52:21 +1000
To: Nigel Coppick
Subject: Exercise and Fresh Air Policy - Implementation Plan
Attachments: Exercise Area Implementation Plan.docx

Hi Nigel – The Department has developed the attached Implementation Plan for the delivery of the exercise and fresh air policy. We hope that it will assist with the consistent application of the policy. It is effective from Monday. Please let me know if any issues arise.

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]

Personal Information [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)

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From: PPO (DJPR)
Sent: Sat, 18 Apr 2020 09:49:28 +1000
To: Greg Watson
Subject: Exercise and Fresh Air Implementation Plan
Attachments: Exercise Area Implementation Plan.docx

Hi Greg – The Department has developed the attached Implementation Plan for the delivery of the exercise and fresh air policy. We hope that it will assist with the consistent application of the policy. It is effective from Monday. Please let me know if any issues arise.

Also, have you had confirmation on Crowne Plaza from Gonul's team?

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Anthony Bandiera
Sent: Sun, 19 Apr 2020 09:10:46 +1000
To: PPO (DJPR)
Subject: RE: Exercise and Fresh Air Policy Implementation Plan

Thanks PPO have passed this onto the team and will let you know how it goes.

Kind Regards

Anthony Bandiera
 Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

Personal Information

e Personal Information @msssecurity.com.au



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From: PPO (DJPR) Personal Information @ecodev.vic.gov.au>
Sent: Saturday, 18 April 2020 9:51 AM
To: Anthony Bandiera Personal Information @msssecurity.com.au>
Subject: Exercise and Fresh Air Policy Implementation Plan

Hi Anthony – The Department has developed the attached Implementation Plan for the delivery of the exercise and fresh air policy. We hope that it will assist with the consistent application of the policy. It is effective from Monday. Please let me know if any issues arise.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: PPO [REDACTED] (DEDJTR)
Sent: Fri, 3 Apr 2020 11:57:09 +1100
To: Katrina Currie (DEDJTR)
Cc: Cameron Nolan (DEDJTR)
Subject: Security Services Summary
Attachments: Security Services Summary.docx

Katrina – Requested information attached. The staffing figures are approximate as they shift depending on arrivals, time of day etc.

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]

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Security Services Summary – Incoming International Traveller Quarantine

Current Providers	SPC Vendor	Trades Hall Approved	Current Allocation	Available Capacity
Wilson Security	Yes	Yes	<ul style="list-style-type: none"> 2 hotels commenced (approx. 80 staff) 1 hotel commencing 4 April (approx. 40 staff) 	<ul style="list-style-type: none"> Cannot guarantee additional capacity
Unified Security	No	No	<ul style="list-style-type: none"> 2 hotels commenced (approx. 90 staff) 	<ul style="list-style-type: none"> Can mobilise 80-120 staff in 24 hrs Can mobilise 300-400 staff in 72 hrs
MSS Security	Yes	Yes	<ul style="list-style-type: none"> 1 hotel commencing from 5/6 April (approx. 40 staff) 2 hotels commencement TBC (approx. 100 staff) 	<ul style="list-style-type: none"> At capacity
G4S Custodial Services	Yes	No	<ul style="list-style-type: none"> No allocation 	<ul style="list-style-type: none"> Not yet contacted
National Protective Services	Yes	No	<ul style="list-style-type: none"> No allocation 	<ul style="list-style-type: none"> Not yet contacted
SECUREcorp	Yes	No	<ul style="list-style-type: none"> No allocation 	<ul style="list-style-type: none"> Not yet contacted
ISS Security	No	Yes	<ul style="list-style-type: none"> No allocation 	<ul style="list-style-type: none"> Not yet contacted

Issues

- Both Wilson Security and MSS Security have reported issues with access to adequate supplies of Personal Protective Equipment. An approach has been made to DHHS for support, though limited additional supplies have been received to date.
- State Purchase Contracts (SPCs) allow for streamlined contracting of services. SPCs also contain 'ceiling' rates for services provided, helping to control costs.
- Wilson Security has quoted above its ceiling rates. Advice has been sought from DTF Legal.
- Trades Hall has a list of three preferred providers – Wilson Security (SPC Vendor), MSS Security (SPC Vendor) and ISS Security (Non SPC Vendor).

From: Gonul Serbest (DEDJTR)
Sent: Sat, 4 Apr 2020 20:53:09 +1100
To: David Clements (DEDJTR); [Redacted] (DEDJTR)
Cc: [Redacted] (DEDJTR); [Redacted] (DEDJTR); Claire Febey (DEDJTR); [Redacted] (DEDJTR); [Redacted] (DEDJTR); [Redacted] (DPC)
Subject: Hotel Mercure - Activation Sunday 4 APRIL 2020

Hi Team

Given we had to bump into a new hotel tomorrow to accommodate a flight with 280 passengers we have had to stand up Mercure Welcome

I have spoken to [Redacted] and made the change and also given my direct feedback on their performance to date and hoping we can get things right at Mercure. David / [Redacted] thanks for your assistance yesterday and today in elevating the issues. I'm hoping we now have resolution.

And [Redacted] will meet me tomorrow to discuss - so I can again outline expectations.

Any questions - pls give me a buzz. We may now need to move MSS to Park Royale for Monday.

I tried calling [Redacted] from MSS - but no avail tonight. We will need to sort this tomorrow,

Thanks - have a great night all.

Warm regards
Gönül

Gönül Serbest
Chief Executive Officer | Global Victoria
Level 33, 121 Exhibition St., Melbourne, Victoria 3000

[Redacted] @global.vic.gov.au

W: global.vic.gov.au

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From: Greg Watson
Sent: Wed, 29 Apr 2020 15:37:25 +1000
To: PPO (DJPR)
Subject: FW: Notice of Intent The Security hub -
Attachments: NOI TSH Wilson.pdf, POSA TSH - Wilson Security .pdf, 15 TSH Business VIC Security License.pdf, 21 TSH Labour Hire Organisation Licence Certificate - VICLHL01023.pdf, TSH Certificate of Currency.pdf, TSH WorkCover Insurance Certificate of Currency 11 Jun 2019.pdf

Greg Watson
 n
 General Manager Regional Operations



Level 3, 6 English Street
 Essendon Victoria 3040
 Australia

Personal Information

Personal Information@wilsonsecurity.com.au
 www.wilsonsecurity.com.au

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From: Greg Watson
Sent: Tuesday, 28 April 2020 8:30 PM
To: Personal Information (DTF) Personal Information @dtf.vic.gov.au>
Subject: Notice of Intent The Security hub -

Hi Personal Information

Wilson Security seeks to gain SPC approval for use of subcontractors on recent COVID-19 Hotel quarantine work. Pls see attached Notice of Intent and supporting documents for The Security Hub Pty Ltd:

1. Service Agreement
2. TSH Master Licence
3. TSH Labour Hire Agreement
4. Public Liability Insurance certificate of currency
5. Workcover certificate of currency

I trust this meets with your approval and signed documents can be returned at your convenience.

Regards Greg

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Notice of Intent

This form is for use by a Service Provider to request approval from the Purchaser to engage a Subcontractor, and for the Purchaser to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (POC) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (SPC Agreement).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

Information	To be completed by Service Provider
Purchaser: POC Contract Manager (clause 5.1(1)):	Department of Jobs, Precincts and Regions PPO [REDACTED] - Principal Policy Officer, Inclusion Personal Information [REDACTED] Email: Personal Info@ecodev.vic.gov.au
Service Provider details Name: Address: Phone number: Email:	Wilson Security Greg Watson Wilson Security, Level 3, 6 English St, Essendon Fields Personal Information [REDACTED] Personal Info@wilsonsecurity.com.au
Proposed Subcontractor's details Name: Address: Phone number: Email: ABN/ ACN:	The Security Hub Pty Ltd Personal Information [REDACTED] Level 2, 416 - 420 Collins Street, Melbourne, VIC 3000 Personal Information [REDACTED] Personal Info@thesecurityhub.com.au 44 615 607 264 / 615 607 264
Relevant purpose for engaging Subcontractor – please specify a purpose under clause 6(4) of POC	Short term surge requirement with rapid deployment and delivery of non-standard services
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	Due the volume of personnel required in a very short start up time
Duration of the proposed engagement	30/03/20 – 30/06/20
Please detail the Subcontractor's capabilities in performing similar Security Services	Experienced in major events and general guarding services based on customer service

Please detail the Subcontractor's financial standing	Credit check revealed all clear
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Please confirm the following documents are attached (clause 6(2))	
Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Personal Information


Date: 24/04/20

(Signature)

GREG WATSON GENERAL MANAGER REGIONAL OPERATIONS

(Name, Title)

Note: If the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the

FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
Reasons (Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)	
Conditions (Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	
Restrictions (Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	

Signed by:

 (Signature)

 (Name, Title)

Date:

Email:

Telephone:

SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

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PROVISION OF SERVICES AGREEMENT

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 Contractor 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.

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PROVISION OF SERVICES AGREEMENT

- (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 Contractor 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)

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PROVISION OF SERVICES AGREEMENT

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.

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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

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PROVISION OF SERVICES AGREEMENT

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.

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PROVISION OF SERVICES AGREEMENT

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.

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SA-WS-01-0819	Filing Location: Contractor files	Min Retention Period: Contract Period + 7 years	Destruction: Shred	6 of 10
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PROVISION OF SERVICES AGREEMENT

Executed as an agreement:

Signed for **The Security Hub Pty Ltd**
by its authorised representative

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

Personal Information	Personal Information
Signature	Signature
Personal Information	Greg Watson
Director	General Manager Regional Operations
Witness signature	Witness signature
Personal Information	Personal Information
Witness name	Personal Information
Date	31/03/2020
Date	7/04/20

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PROVISION OF SERVICES AGREEMENT

Schedule 1 - Contract Details

Item 1	Parties	<p>Wilson: Wilson Security Pty Ltd ABN 90 127 406 295 of Level 3, 6 English Street, Essendon Fields, Victoria, 3041</p> <p>Contractor: The Security Hub Pty Ltd</p> <p>Business Name: The Security Hub Pty Ltd</p> <p>ABN: 44 615 607 264</p> <p>Director #1: Personal Information</p> <p>Director #2: Personal Information</p> <p>Company Secretary: Personal Information</p> <p>Registered Address: Level 2, 416-420 Collins Street, Melbourne VIC 3000</p> <p>Operational Base Address: Level 2, 416-420 Collins Street, Melbourne VIC 3000</p>
Item 2	Start Date: (clause 1(a))	1 April 2020
	End Date: (clause 1(a))	30 June 2020
Item 3	Uniforms, equipment and other property: (clause 2.2)	<p>Unless otherwise instructed by Wilson, while performing the Services, the Contractor's Personnel will wear Wilson uniform if supplied or Black-Tie suits or black pants with white shirt with Wilson Security hi vis vests as a uniform. The cost of the hi vis vests will be borne by Wilson Security.</p> <p>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.</p>
Item 4	Fees: (clause 3(a)) (all Fees to be shown excluding GST).	<p>Refer to the rate card below</p> <p>Charge rates will increase on the 1st July each year in line with Fairwork.</p>
Item 5	Insurances: (clause 6(c))	<p>(a) Workers' Compensation Insurance in accordance with the applicable Law in each State and Territory in which the Services are to be provided;</p> <p>(b) Public Liability Insurance for an amount not less than \$10mil;</p> <p>(c) Key Insurance for an amount not less than N/A;</p> <p>(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;</p> <p>(e) Professional indemnity insurance for an amount not less than N/A;</p> <p>(f) Any other insurances required by Wilson due to the specific nature of the services: N/A.</p>

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Item 6	State	VIC
Item 7	Notices (clause 13(f))	<p>If to Wilson:</p> <p>Address: Level 3, 6 English Street, Essendon Fields, Victoria, 3041.</p> <p>Attention: [Greg Watson – General Manager Regional Operations]</p> <p>Email: [Personal Information]@wilsonsecurity.com.au</p>
		<p>If to the Contractor:</p> <p>Address: Level 2, 416-420 Collins Street, Melbourne VIC 3000</p> <p>Attention: [Personal Information]</p> <p>Email: [Personal Information]@thesecurityhub.com.au</p>
		<p>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.</p>

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PROVISION OF SERVICES AGREEMENT

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.

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SA-WS-01-0819	Filing Location: Contractor files	Min Retention Period: Contract Period + 7 years	Destruction: Shred	10 of 10
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PRIVATE SECURITY BUSINESS LICENCE

*This is to certify that pursuant to the
Private Security Act 2004*

The Security Hub Pty Ltd

*Is the holder of a
Private Security Business Licence with the
authority to provide the services of*

*Crowd Controller
Security Guard
Unarmed Guard*

Licence Number:

Personal Information [Redacted]

Expiry Date: 27 January 2023

Authorised By:

Personal Information [Redacted]

Superintendent / Divisional Commander

Issued at Melbourne on 17 December 2019

LICENSING & REGULATION DIVISION

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DJPR PRESERVES ITS RIGHTS TO FILE AND/OR PUBLISH CLAIMS



LICENCE TO PROVIDE LABOUR HIRE SERVICES

Date: **26/09/2019**

Licence number: Personal Information

Pursuant to section 24(1) of the *Labour Hire Licensing Act 2018 (Act)* **THE SECURITY HUB PTY LTD**, **ABN: 44 615 607 264 / ACN: 615 607 264** trading as **THE SECURITY HUB PTY LTD** (Licence Holder) is authorised to provide labour hire services subject to the licence conditions set out in the Act.

Licence period

This licence comes into force on **26 September 2019** and expires on **26 September 2022** unless renewed, varied, suspended or cancelled by the Labour Hire Licensing Authority in accordance with the Act.

Conditions

The Labour Hire Licensing Authority has not imposed any licence conditions pursuant to section 33 of the Act

Licence is not transferrable

This licence is not transferrable.

Personal Information

Labour Hire Licensing Commissioner
Labour Hire Licensing Authority



Coversure Pty Ltd
 ACN 134 635 180 ABN 84 413 814 665 AFSL 407505
 Suite 501, Level 5, 1 Chandos Street
 P.O. Box 108
 St Leonards NSW 1590
 Phone Number (02) 8404 9500
 Web: www.coversure.com.au

CERTIFICATE OF CURRENCY

Certificate Number: Personal Information

Certificate Wording/s: Coversure Security Industry Insurance Wording

Insurer: Certain Underwriters at Lloyd's

Insured: The Security Hub Pty Ltd

Premises: at and from Level 2, 416-420 Collins Street, Melbourne VIC 3000

Business Occupation: Principally Licensed Security Operator Performing Static Guarding & Crowd Control

Interested Parties:

Geographical/Territorial Limits: Refer to details

Period of Insurance: From: 21/11/2019 To: 21/11/2020 at 4.00pm

Limits of Liability:

Items	Limit (\$)
Section 1 - Liability	
Public Liability any one Occurrence	\$20,000,000
Products Liability in the Aggregate	\$20,000,000
Goods in Care, Custody & Control	\$100,000
Loss of Keys	\$100,000
Errors & Omissions	\$1,000,000
Retroactive Date 21/11/2016 excluding all known claims or incidents	
Use of firearms	No
Use of dogs	No
Crowd Control	Yes
Section 2 - Cash in Transit	
Maximum Carry Limit	\$0
Section 3 - Cash in Safe	
Maximum Safe Limit	\$0
Section 4 - Criminal Defence Costs	
Criminal Defence Costs	\$0
Retroactive Date excluding all known claims or incidents	

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Section 5 - Statutory Liability	
Statutory Liability	\$0
Retroactive Date excluding all known claims or incidents	
Section 6 - Professional Indemnity	
Professional Indemnity	\$0
Retroactive Date excluding all known claims or incidents	

Date of Issue: 20 November 2019

Signed

Personal Information


For and on behalf of Certain Underwriters at Lloyds

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.....

CERTIFICATE OF CURRENCY



Authorised Agent of the Victorian WorkCover Authority

1. STATEMENT OF COVERAGE

This employer is registered for WorkCover Insurance to cover its liabilities under the *Workplace Injury Rehabilitation and Compensation Act 2013* (and amendments).

This Certificate is valid from:

01/07/2019

to:

30/06/2020

The information provided in this Certificate of Currency is correct at:

11/06/2019

2. EMPLOYER'S INFORMATION

WorkCover Employer Number:

Personal Information

Legal Name:

THE SECURITY HUB P/L

Trading Name:

ABN:

44 615 607 264

ACN/ARBN:

615 607 264

Personal Information

Policy Services Manager

CGU Workers Compensation (Vic) Limited

For and on behalf of WorkSafe Victoria

A.C.N. 005 297 781

GPO: Box 2090S Melbourne VIC 3001

Personal Information

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From: Greg Watson
Sent: Wed, 29 Apr 2020 15:37:04 +1000
To: PPO (DJPR)
Subject: FW: Notice of Intent AMG - Wilson Security COVID-19
Attachments: NOI AMG Wilson.pdf, AMG POSA COVID-19 2020.pdf, AMG Master Licence .pdf, AMG Labour Hire Certificate .pdf, AMG Public Liability .pdf, AMG Work Cover 2019-2020.pdf

Hi PPO

at SPC advised the purchased has to sign off the approval forms before presenting to SPC. If you could kindly arrange for signing pls and if you require any additional information pls let me know.

There are another 3 emails to follow.

Regards Greg

Greg Watson
 n
 General Manager Regional Operations



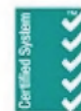
Level 3, 6 E
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Personal Information

E Personal Informa@wilsonsec
 urity.com.au
 Wwww.wilsonsecurity.com.
 au



Health & Safety
 OHSAS 18001
 SAIGLOBAL



Environment
 ISO 14001
 SAIGLOBAL



Click to connect with us

From: Greg Watson
Sent: Tuesday, 28 April 2020 8:17 PM
To: Personal Information (DTF) Personal Information @dtf.vic.gov.au>
Subject: Notice of Intent AMG - Wilson Security COVID-19

Hi Personal Info

Wilson Security seeks to gain SPC approval for use of subcontractors on recent COVID-19 Hotel quarantine work. Pls see attached Notice of Intent and supporting documents for AMG Pty Ltd:

1. Service Agreement
2. AMG Master Licence
3. AMG Labour Hire Agreement
4. Public Liability Insurance certificate of currency
5. Workcover certificate of currency

I trust this meets with your approval and signed documents can be returned at your convenience.

Regards Greg

Notice of Intent

This form is for use by a Service Provider to request approval from the Purchaser to engage a Subcontractor, and for the Purchaser to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (POC) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (SPC Agreement).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

Information	To be completed by Service Provider
Purchaser: POC Contract Manager (clause 5.1(1)):	Department of Jobs, Precincts and Regions PPO [REDACTED] - Principal Policy Officer, Inclusion Personal Information [REDACTED] Email: Personal Infor [REDACTED]@ecodev.vic.gov.au
Service Provider details Name: Address: Phone number: Email:	Wilson Security Greg Watson Wilson Security, Level 3, 6 English St, Essendon Fields Personal Information [REDACTED] Personal Informati [REDACTED]@wilsonsecurity.com.au
Proposed Subcontractor's details Name: Address: Phone number: Email: ABN/ ACN:	Australian Manav Group Pty Ltd Personal Information [REDACTED] 10 Arion Road, Truganina, VIC 3029 Personal Information [REDACTED] Personal In [REDACTED]@amgsecurity.com.au 74 623 151 280 / 623 151 280
Relevant purpose for engaging Subcontractor – please specify a purpose under clause 6(4) of POC	Short term surge requirement with rapid deployment and delivery of non-standard services
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	Due the volume of personnel required in a very short start up time
Duration of the proposed engagement	30/03/20 – 30/06/20
Please detail the Subcontractor's capabilities in performing similar Security Services	Experienced in major events and general guarding services based on customer service

Please detail the Subcontractor's financial standing

Credit check revealed all clear

Please confirm the following documents are attached (clause 6(2))

Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Personal Information

Date:

19/04/20

(Signature)

GREG WATSON, GENERAL MANAGER REGIONAL OPERATIONS

(Name, Title)

Note: if the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the

SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

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FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
Reasons (Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)	
Conditions (Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	
Restrictions (Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	

Signed by:

 (Signature)

 (Name, Title)

Date:

Email:

Telephone:



PROVISION OF SERVICES AGREEMENT

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 Contractor 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.

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PROVISION OF SERVICES AGREEMENT

- (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 Contractor 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)

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PROVISION OF SERVICES AGREEMENT

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.

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PROVISION OF SERVICES AGREEMENT

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 5(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

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PROVISION OF SERVICES AGREEMENT

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.

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PROVISION OF SERVICES AGREEMENT

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.

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PROVISION OF SERVICES AGREEMENT

Executed as an agreement:

Signed for Titus Services Pty Ltd
by its authorised representative

Signed for Wilson Security Pty Ltd
by its authorised representative:

Personal Information	Personal Information
Signature	Signature
Personal Information	Greg Watson
Personal Information	General Manager Regional Operations
Director	Personal Information
Personal Information	Witness signature
Witness signature	Personal Information
Personal Information	Witness name
Witness name	Witness name
Date 26/3/2020	Date 05/04/20

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PROVISION OF SERVICES AGREEMENT

Schedule 1 - Contract Details

Item 1	Parties	<p>Wilson: Wilson Security Pty Ltd ABN 90 127 408 295 of Level 3, 6 English Street, Essendon Fields, Victoria, 3041</p> <p>Contractor: Australian Manav Group Pty Ltd</p> <p>Business Name: Australian Manav Group Pty Ltd</p> <p>ABN: 74 623 151 280</p> <p>Director #1: Personal Information</p> <p>Director #2: N/A</p> <p>Company Secretary: Personal Information</p> <p>Registered Address: 10 Arion Road, Truganina VIC 3029</p> <p>Operational Base Address: 10 Arion Road, Truganina VIC 3029</p>
Item 2	Start Date: (clause 1(a))	27 March 2020
	End Date: (clause 1(a))	30 June 2020
Item 3	Uniforms, equipment and other property: (clause 2 2)	<p>Unless otherwise instructed by Wilson, while performing the Services, the Contractor's Personnel will wear Wilson uniform if supplied or Black Tie suits or black pants with white shirt with Wilson Security hi vis vests as a uniform. The cost of the hi vis vests will be borne by Wilson Security.</p> <p>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</p>
Item 4	Fees: (clause 3(a)) (all Fees to be shown excluding GST).	<p>Refer to the rate card below</p> <p>Charge rates will increase on the 1st July each year in line with Fairwork.</p>
Item 5	Insurances: (clause 8(c))	<p>(a) Workers' Compensation Insurance in accordance with the applicable Law in each State and Territory in which the Services are to be provided;</p> <p>(b) Public Liability Insurance for an amount not less than \$10mil;</p> <p>(c) Key Insurance for an amount not less than N/A;</p> <p>(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;</p> <p>(e) Professional indemnity insurance for an amount not less than N/A.</p> <p>(f) Any other Insurances required by Wilson due to the specific nature of the services: N/A.</p>
Item 6	State	VIC

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Wilson Security**PROVISION OF SERVICES AGREEMENT**

Item 7	Notices (clause 13)	<p>If to Wilson:</p> <p>Address: Level 3, 6 English Street, Essendon Fields, Victoria, 3041.</p> <p>Attention: Greg Watson – General Manager Regional Operations</p> <p>Email: [Personal Information]@wilsonsecurity.com.au</p>
		<p>If to the Contractor:</p> <p>Address: 10 Arion Road, Truganina VIC 3029</p> <p>Attention: [Personal Information]</p> <p>Email: [Personal Information].com.au</p>
		<p>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</p>

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PROVISION OF SERVICES AGREEMENT

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.

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PRIVATE SECURITY BUSINESS LICENCE

*This is to certify that pursuant to the
Private Security Act 2004*

***Australian Manav Group
Pty Ltd***

*is the holder of a
Private Security Business Licence
with the authority to provide the services of
Security Guard:
Crowd Controller
Monitoring Centre Operator
Unarmed Guard
Control Room Operator*

Licence Number:

Personal Information

Expiry Date: 10/04/2021

Authorised By:

Personal Information

Superintendent / Divisional Commander

Issued at Melbourne 15/11/2019

LICENSING & REGULATION DIVISION

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LICENCE TO PROVIDE LABOUR HIRE SERVICES

Licence number: Personal Information

Pursuant to section 24(1) of the *Labour Hire Licensing Act 2018* (Act) **AUSTRALIAN MANAV GROUP PTY LTD, ABN: 74 623 151 280 / ACN: 623 151 280** trading as **AUSTRALIAN MANAV GROUP PTY LTD** (Licence Holder) is authorised to provide labour hire services subject to compliance with the Act and regulations made under the Act.

Licence period

This licence comes into force on **28 November 2019** and expires on **28 November 2022** unless the licence is cancelled or otherwise ceases to be in force.

Conditions

The Act imposes licence conditions that must be complied with. Failure to comply with licence conditions, the Act or the regulations, may result in the licence being suspended or cancelled as well as civil penalties being imposed.

Conditions imposed by the Authority

Nil

Licence is not transferrable

This licence is not transferrable.

Personal Information

Labour Hire Licensing Commissioner



Coversure Pty Ltd
 ACN 134 635 180 ABN 84 413 814 665 AFSL 407505
 Suite 501, Level 5, 1 Chandos Street
 P.O. Box 108
 St Leonards NSW 1590
 Phone Number (02) 8404 9500
 Web: www.coversure.com.au

CERTIFICATE OF CURRENCY

Certificate Number: Personal Information

Certificate Wording/s: Coversure Security Industry Insurance Wording

Insurer: Certain Underwriters at Lloyd's

Insured: Australian Manav Group Pty Ltd

Premises: at and from 10 Arion Road, Truganina VIC 3029

Business Occupation: Principally Licenced Security Operator Performing Monitoring of Alarms,
 Responding to Alarms, Static Guarding, Mobile Patrols, Traffic Controllers &
 Crowd Control

Interested Parties:

Geographical/Territorial Limits: Refer to details

Period of Insurance: From: 15/12/2019 To: 15/12/2020 at 4.00pm

Limits of Liability:

Items	Limit (\$)
Section 1 - Liability	
Public Liability any one Occurrence	\$20,000,000
Products Liability in the Aggregate	\$20,000,000
Goods in Care, Custody & Control	\$100,000
Loss of Keys	\$100,000
Errors & Omissions	\$1,000,000
Retroactive Date 21/12/2017 excluding all known claims or incidents	
Use of firearms	No
Use of dogs	No
Crowd Control	Yes
Section 2 - Cash in Transit	
Maximum Carry Limit	\$0
Section 3 - Cash in Safe	
Maximum Safe Limit	\$0
Section 4 - Criminal Defence Costs	
Criminal Defence Costs	\$0
Retroactive Date excluding all known claims or incidents	

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.....

Section 5 - Statutory Liability	
Statutory Liability	\$0
Retroactive Date excluding all known claims or incidents	
Section 6 - Professional Indemnity	
Professional Indemnity	\$0
Retroactive Date excluding all known claims or incidents	

Date of Issue: 13 December 2019

Signed

Personal Information


For and on behalf of Certain Underwriters at Lloyds

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.....

CERTIFICATE OF CURRENCY



Authorised Agent of the Victorian WorkCover Authority

1. STATEMENT OF COVERAGE

This employer is registered for WorkCover Insurance to cover its liabilities under the *Workplace Injury Rehabilitation and Compensation Act 2013* (and amendments).

This Certificate is valid from:

01/07/2019

to:

30/06/2020

The information provided in this Certificate of Currency is correct at:

25/07/2019

2. EMPLOYER'S INFORMATION

WorkCover Employer Number:

Personal Information

Legal Name:

AUSTRALIAN MANAV GROUP P/L

Trading Name:

ABN:

74 623 151 280

ACN/ARBN:

623 151 280

Personal Information

Premium Services Manager

Allianz Australia Workers' Compensation (Victoria) Limited

For and on behalf of WorkSafe Victoria

ACN 059 835 791

GPO Box 80 Melbourne VIC 3001

Premium Enquiries:

Personal Information

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From: Greg Watson
Sent: Wed, 29 Apr 2020 15:37:42 +1000
To: PPO (DJPR)
Subject: FW: Notice of Intent Nu Force - Wilson Security
Attachments: NOI Nu Force Wilson.pdf, Nu Force POSA.PDF, Security Licence Exp. 23MAY20 (2).pdf, NuForce LBH Exp 091022.pdf, Hospitality Perf Leaders WorkCover Insurance Certificate of Currency 30JUN20 (1).pdf, Certificate of Currency.pdf

Greg Watson
 n
 General Manager Regional Operations



Level 3, 6 English Street
 Essendon Victoria 3040
 Australia

Personal Information

Personal Information
 E Personal Information@wilsonsecurity.com.au
 W www.wilsonsecurity.com.au



Click to connect with us

From: Greg Watson
Sent: Tuesday, 28 April 2020 8:40 PM
To: Personal Information (DTF) Personal Information@dtf.vic.gov.au
Subject: Notice of Intent Nu Force - Wilson Security

Hi Personal Information

Wilson Security seeks to gain SPC approval for use of subcontractors on recent COVID-19 Hotel quarantine work. Pls see attached Notice of Intent and supporting documents for Nu Force Pty Ltd:

1. Service Agreement
2. Nu Force Master Licence
3. Nu Force Labour Hire Agreement
4. Public Liability Insurance certificate of currency
5. Workcover certificate of currency

I trust this meets with your approval and signed documents can be returned at your convenience.

Regards Greg

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Notice of Intent

This form is for use by a **Service Provider** to request approval from the **Purchaser** to engage a **Subcontractor**, and for the **Purchaser** to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (**POC**) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (**SPC Agreement**).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

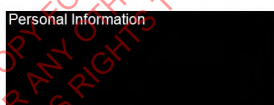
Information	To be completed by Service Provider
Purchaser: POC Contract Manager (clause 5.1(1)):	Department Jobs, Precincts and Regions PPO [REDACTED] - Principal Policy Officer, Inclusion Personal Information [REDACTED] Email: Personal Infor@ecodev.vic.gov.au
Service Provider details Name: Address: Phone number: Email:	Wilson Security Greg Watson Level 3, 6 English St, Essendon Fields Personal Information [REDACTED] Personal Informati@wilsonsecurity.com.au
Proposed Subcontractor's details Name: Address: Phone number: Email: ABN/ ACN:	Hospitality Performance leaders Pty Ltd t/a Nu Force Security Group Personal Information [REDACTED] Level 1 South 29 Sutherland St, VIC 3000 Personal Information [REDACTED] Personal @nuforcesecurity.com.au 74 061 626 944 / 061 626 944
Relevant purpose for engaging Subcontractor – please specify a purpose under clause 6(4) of POC	Short term surge requirement with rapid deployment and delivery of non-standard services
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	Due the volume of personnel required in a very short start up time
Duration of the proposed engagement	30/03/20 – 30/06/20
Please detail the Subcontractor's capabilities in performing similar Security Services	Experienced in major events and general guarding services based on customer service

Please detail the Subcontractor's financial standing	Credit check revealed all clear
--	---------------------------------

Please confirm the following documents are attached (clause 6(2))	
Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Personal Information


Date: 24/04/20

(Signature)

GREG WATSON, GENERAL MANAGER REGIONAL OPERATIONS

(Name, Title)

Note: if the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the



SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

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FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
Reasons (Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)	
Conditions (Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	
Restrictions (Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	

Signed by:

 (Signature)

 (Name, Title)

Date:

Email:

Telephone:

Provision of Services Agreement

Wilson Security Pty Ltd
ABN 90 127 406 295

and

**Hospitality Performance Leaders Pty Ltd t/a Nu Force
Security Group**
ABN 74 081 628 944

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This provision of services agreement

comes into effect either on the Commencement Date or at the time that any Services are first provided by the Contractor to Wilson Security, whichever is earliest, and, is made between the following two parties:

1. **Wilson Security Pty Ltd**
 ABN 90 127 406 295
 of 360 Elizabeth Street, Melbourne, Victoria, 3000
 (**Wilson Security**)
2. **Hospitality Performance Leaders Pty Ltd t/a Nu Force Security Group**
 ABN 74 061 626 944
 of 4 Glendon Road, Junction Village, Victoria, 3977
 (**Contractor**)

Recitals

- A. Wilson Security carries on the business of supplying security services and other services to its Customers.
- B. The Contractor carries on the business of providing labour services and other services to its customers.
- C. Wilson Security wishes to engage the Contractor to provide the Services, and the Contractor has agreed to accept the engagement, on the terms of this agreement.

The parties agree

in consideration of, among other things, the mutual promises contained in this agreement:

1 Definitions and interpretation

1.1 Definitions

In this agreement:

Authorisation includes any approval, agreement, certificate, authorisation, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver, compliance report or environmental consent by any Government Agency required under any laws, and includes any renewal of, or variation to, any of them;

Business Day means a day that is not a Saturday, Sunday or gazetted public holiday in the State;

Commencement Date means the date referred to in Item 1 of Schedule 1;

Confidential Information means all and any confidential information relating to the business of Wilson Security and that of Customers and includes:

- (a) any document, book, account, process, computer program, patent, specification, drawing, design, or know-how of Wilson Security;
- (b) all software owned or licensed by Wilson Security;

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- (c) all analyses, compilations, data, studies and reports of Wilson Security;
- (d) technical details of any work undertaken by Wilson Security;
- (e) details of all contracts, projects or work being undertaken by or involving Wilson Security or a Customer;
- (f) details of all internal management practices and procedures of Wilson Security;
- (g) details of the finances of Wilson Security or a Customer;
- (h) the Fee, benefits and other payments made by Wilson Security to the Contractor;
- (i) details of any products developed by Wilson Security; and
- (j) details of all marketing strategies, customer information and sales databases of Wilson Security,

but does not include information which is lawfully in the public domain;

Consequential Loss includes the following:

- (a) loss of contract;
- (b) loss of business opportunity;
- (c) loss of profit;
- (d) loss of production;
- (e) loss of revenue;
- (f) loss of goodwill;
- (g) loss of business reputation, future reputation or damage caused by adverse publicity;
- (h) damage to credit rating;
- (i) any economic loss;
- (j) loss or denial of opportunity (not confined to business opportunity);
- (k) loss of use;
- (l) loss of cost savings;
- (m) loss in connection with claims made by third parties; and
- (n) loss of sales;

Contractor's Obligations means all of the liabilities, obligations and requirements imposed or assumed by the Contractor under this agreement, or in any way arising out of, relating to or in any way connected with;

- (a) this agreement;
- (b) the Services; or
- (c) performing the Services;

Customer means a customer or client of Wilson Security;

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 Security's Systems or denying Wilson Security access to or use of Wilson Security's Systems;

Encumbrance means an interest or power:

- (a) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, option, lease, licence, trust or power; or

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- (b) by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation,

and includes all rights in favour of any third party and any agreement to grant or create any of the above.

Fee means the relevant rate(s) specified in Item 4 of Schedule 1.

Forms of Access has the meaning given in clause 8.1(a);

Good Industry Practice means:

- (a) the exercise of that degree of skill, diligence, prudence and foresight that would be reasonably expected from a reputable and prudent person in providing works and services similar to the Contractor's Obligations and under conditions comparable to those applicable to the Contractor's Obligations;
- (b) in compliance with applicable standards and codes, being the standards and codes specified in agreement or, if this agreement does not specify the applicable standards and codes, those standards and codes as would ordinarily be applied in the circumstances; and
- (c) in 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;

GST means a goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

GST Law means the law applying to the taxation of goods and services under *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Initial Term means the period referred to in Item 2 of Schedule 1;

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

Item means a numbered item in Schedule 1;

KPIs means the key performance indicators specified in Part A of Schedule 3;

Laws means all applicable present and future laws including:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction of the State or the Commonwealth of Australia;
- (b) Authorisations;
- (c) principles of law or equity;
- (d) standards, codes and guidelines; and
- (e) fees, rates, taxes, levies and charges payable in respect of those things referred to in paragraphs (a) to (d) inclusive of this definition,

whether or not existing at the date of this agreement;

Personnel means employees of the Contractor, or anyone else engaged by the Contractor, involved in the performance or administration of the Services;

RCTI Agreement means an agreement in the form provided by Wilson Security to be entered into between the Contractor and Wilson Security pursuant to which the Contractor agrees with Wilson Security that Wilson Security will issue Recipient Created Tax Invoices in respect of the Services under this agreement.

Recipient Created Tax Invoice (or RCTI) has the meaning prescribed in the GST Law;

Register means any register that the Contractor must maintain under this agreement;

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Safe System of Work means to:

- (a) provide and maintain all Workplaces, plant and systems of work so that as far as practicable persons, including employees, are not exposed to hazards;
- (b) provide such information, instruction, training to and supervision of employees as necessary to perform their work in such manner that they are not exposed to hazards;
- (c) consult and co-operate with health and safety representatives, employees and any other persons at any Workplace regarding occupational health, safety and welfare at the Workplace;
- (d) where it is not practicable to avoid the presence of hazards at any Workplace, provide employees free of charge with such adequate personal protective clothing as is practicable to protect them against those hazards; and
- (e) make arrangements for ensuring, as far as is practicable that:
 - (1) the use, cleaning, maintenance, transportation and disposal of plant; and
 - (2) the use, handling, processing, storage, transportation, and disposal of substances,

at any Workplace is carried out in a manner such that employees and other persons at the Workplace are not exposed to hazards;

Services means making available the Personnel and any required equipment, as and when requested by Wilson Security, for the performance of the duties described in Schedule 2 and any other duties agreed by the parties in writing from time to time, and the performance of those duties using the Personnel;

State means the State or Territory of the Commonwealth of Australia referred to in Item 7 of Schedule 1;

Tax Invoice has the same meaning as in the GST Law and includes any document or record treated by the Commissioner of Taxation as a tax invoice;

Technical Information means all or any part of the information from time to time available relating to the functions of Wilson Security's Systems;

Term means the term of this agreement as described in Clause 2;

Unsafe Act any act, omission or condition (including any breach or potential breach of any of the requirements set out in clause 6(b) that creates an actual or potential hazard or incident relating to safety, health or the environment, whether planned or unplanned;

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

Wilson Security's Systems means a collection of electro-mechanical devices that work together to store, retrieve and manipulate data and information under control of a programme. The term includes computers known as mainframe computers, host computers, control systems; mini-computers, distributed computer environments, personal computers, laptop computers, workstations, personal data assistants and other similar devices (including smartphones and tablets). This term includes networking equipment, facilities and services that allow the transmission and/or receiving of data and information. This term also includes any software, programmes or applications owned or controlled by Wilson Security, or licensed to Wilson Security, regardless of the ownership of any device that they are installed on.

Workplace means any place or premises where the Services or any of them are, or are to be, provided.

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1.2 Interpretation

In this agreement, headings and boldings are for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and vice versa; and
- (d) a reference to a party to a document includes that party's successors and permitted assigns.

2 Term

2.1 Term

This agreement commences on the Commencement Date and continues in full force and effect during the Initial Term and thereafter, subject to:

- (a) any earlier termination of this agreement, whether pursuant to this agreement or otherwise at law; and
- (b) any termination under Clause 2.2 after the Initial Term.

2.2 Termination after Initial Term

At any time after the Initial Term, either Wilson Security or the Contractor may terminate this agreement on giving the other 30 days' written notice of termination.

3 Services

3.1 Provision of Services

During the Term, the Contractor will provide the Services to Wilson Security in accordance with the KPIs and the provisions of this agreement. Wilson Security is not obliged to provide the Contractor with any minimum amount of business and this agreement does not give the Contractor any exclusive right to provide the Services.

3.2 Directions

The Contractor will instruct its Personnel to act, and must ensure its Personnel so act, in accordance with the reasonable directions of Wilson Security.

3.3 Personnel to be employed by Contractor

Subject to clause 24.3, the Contractor must ensure that all persons engaged or concerned in providing the Services are employees of the Contractor.

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3.4 Personnel remain employees of the Contractor

No Personnel become the employee or sub-contractor of Wilson Security by reason of this agreement or the provision of the Services.

4 Contractor's obligations

4.1 General obligations

In performing its obligations under this agreement, the Contractor must promptly:

- (a) at all times act, and must ensure that all its Personnel act:
 - (1) in accordance with all applicable Laws;
 - (2) with due care, skill and diligence and with a high level of personal and professional standards and ethics;
 - (3) in a courteous and presentable manner and not aggressively towards Wilson Security, any Customer or the public generally; and,
 - (4) promptly and in accordance with Good Industry Practice;
- (b) ensure that all Personnel engaged in the performance of the Services are appropriately qualified and experienced, and, hold all Authorisations necessary to perform the Services;
- (c) ensure that, during the performance of the Services, its Personnel do not have a blood alcohol reading in excess of 0.00% or be under the influence of drugs that impair in any respect the ability of the Contractor or the Personnel to perform the Services;
- (d) comply with, and ensure that its Personnel comply with, the professional work standards, guidelines and standard operating procedures of Wilson Security (as amended from time to time);
- (e) comply with any time limits provided by Wilson Security in relation to the obligations of the Contractor under this agreement;
- (f) provide to Wilson Security such contact details as Wilson Security requires, including but not limited to a mobile telephone number on which the Contractor can be contacted 24 hours a day, 7 days a week;
- (g) not be a party to, and ensure that its Personnel are not parties to, any act or thing prejudicial to the goodwill, commercial reputation or overall public image of Wilson Security;
- (h) ensure that the performance of the Services is not interfered with, delayed or hindered by any other work the Contractor may be doing under any other contract or arrangement with any other person or organisation;
- (i) account to, and ensure that its Personnel account to, Wilson Security for any money or benefits received from third parties as a result of providing the Services;
- (j) comply with, and ensure that its Personnel comply with, any reasonable request by Wilson Security for an oral or written report on any aspect of the Services;
- (k) ensure that all communication with a Customer in relation to material aspects of the Services (including pricing) is carried out exclusively by Wilson Security except where Wilson Security otherwise directs in writing. For the avoidance of doubt, nothing in this clause 4.1(k) prevents the Contractor from communicating with a Customer regarding the day-to-day aspects of the Services; and,

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- (l) must at all times have in place and comply with all systems, practices and procedures as are satisfactory to Wilson Security (acting reasonably) from time to time to ensure that the Contractor duly and punctually complies with the Contractor's Obligations.

5 Fees and invoicing

5.1 Fee

Wilson Security must pay the Fees to the Contractor in respect of the Services.

5.2 Invoicing

The Contractor must:

- (a) make a claim for payment at fortnightly intervals; and
- (b) issue an invoice to Wilson Security within 7 days of the end of each fortnight for Services performed from the date of the preceding payment claim to that day (except in respect of the first payment claim which is to be for Services performed from the commencement of the Services).

5.3 Payment

- (a) Subject to the Contractor duly and punctually complying with the Contractor's Obligations (including those in clauses 4 and 14, Wilson Security must pay the amount stated in the Contractor's invoice issued under clause 5.2 within 10 Business Days of the date Wilson Security receives that invoice.
- (b) If, on the due date for payment of an invoice referred to in clause 5.2 the Contractor has failed or is failing to comply with any of the Contractor's Obligations, Wilson Security may suspend payment until the Contractor has remedied that non-compliance to Wilson Security's reasonable satisfaction.

5.4 Failure to achieve KPIs

- (a) If the Contractor fails to achieve any or all of the KPIs, the Fee will be altered in accordance with Part B of Schedule 3.
- (b) The parties acknowledge and agree that:
- (1) the basis of determining the deductions described in Part B of Schedule 3:
 - (A) has been determined by Wilson Security in good faith; and
 - (B) is a genuine pre-estimate of the anticipated or actual loss Wilson Security may suffer if the Contractor fails to achieve any or all of the KPIs;
 - (2) each party wishes to avoid the difficulties of proof of damages in connection with failing to achieve any or all of the KPIs; and
 - (3) the deductions to be made in accordance with clause 5.4(a) are reasonable and not intended as a penalty.
- (c) Except for:
- (1) Wilson Security's right to terminate this agreement in accordance with clause 22.1(b)(2),

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- (2) Wilson Security's right to indemnity in the circumstances described in clause 11.12,

deductions from the Fee as described in clause 5.4(a) are Wilson Security's exclusive remedy for the Contractor's failure to achieve the KPIs.

5.5 Set-off

Wilson Security may deduct from amounts due to the Contractor any amounts due from the Contractor to Wilson Security whether under, or in connection with, this agreement or otherwise.

5.6 Time bar

Without limiting the Contractor's obligations under clause 5.2, Wilson Security will not be liable to the Contractor for, and the Contractor must not invoice Wilson Security for, any Fees in respect of Services performed more than 3 months prior to the date the Contractor makes a claim for payment.

6 Health and safety risks

- (a) The Contractor acknowledges and agrees that Wilson Security has informed the Contractor of all hazards or risks, within its knowledge, arising in connection with the performance of the Services.
- (b) In providing the Services, the Contractor agrees to:
- (1) apply all relevant workplace and occupational health and safety standards and policies of Wilson Security to ensure that the Contractor, its Personnel and any other persons are not exposed to any hazards or risks so far as practicable;
 - (2) comply fully with, and ensure that its Personnel comply with, any relevant exposure standards set by relevant workplace and occupational health and safety authorities;
 - (3) comply fully with, and ensure that its Personnel comply with, all other workplace health and safety requirements specified in any relevant laws, including to those provided for in any workplace or occupational health and safety legislation of the relevant State or Territory or of the Commonwealth of Australia, and any ordinances, regulations or orders made pursuant to such legislation as well as all approved codes of practice, Australian Standards and industry standards;
 - (4) cooperate fully with, and ensure that its Personnel cooperate fully with, all requests for information in relation to workplace and occupational health and safety issues as required by Wilson Security, including providing information and reports in relation to any hazards or incidents that occur;
 - (5) ensure that neither it, nor its Personnel engage in any unlawful conduct (including any bullying, harassment (sexual or otherwise) or discrimination) of any kind;
 - (6) at all times, and must ensure that its Personnel must at all times, provide and comply with a Safe System of Work for its Personnel and others; and
 - (7) ensure that neither it, nor its Personnel cause, contribute to or perform any Unsafe Act.

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- (c) The Contractor must promptly notify Wilson in writing, and providing reasonable details, as soon as the Contractor becomes aware of it, if it or any of its Personnel:
- (1) fails to comply with any workplace and occupational health and safety standards and policies of Wilson Security, exposure standards set by relevant workplace and occupational health and safety authorities, any matters referred to in clause 6(b)(3) or requests for information in relation to workplace and occupational health and safety issues as required by Wilson Security;
 - (2) engages in any unlawful conduct;
 - (3) fails to comply with clause 6(b)(6); or
 - (4) causes, contributes to or performs any Unsafe Act.
- (d) If any event referred to in clause 6(c) occurs, the Contractor must promptly:
- (1) correct, or, in the case of non-compliance by its Personnel, cause its Personnel to correct, the non-compliance;
 - (2) take any necessary steps to avoid any further non-compliance and if requested by Wilson Security, permanently remove the person responsible for the non-compliance from Wilson Security's premises or from any activity connected with the Services; and
 - (3) if the event is an Unsafe Act:
 - (A) suspend performing the Services in accordance with any directions of Wilson Security to the extent necessary to avoid the Unsafe Act arising or continuing; and
 - (B) take any other steps as are necessary or required by Wilson Security (acting reasonably) to promptly overcome or remedy the Unsafe Act, including removing any of its Personnel from Wilson Security's premises or from any activity connected with the Services.

7 Personnel

7.1 Exclusive service

The Contractor must ensure that its Personnel will, at all times during any period when engaged to provide the Services, devote their time exclusively to the provision of those Services, and must not provide work or services of any kind (whether in the nature of the Services or otherwise) to any person other than Wilson Security.

7.2 Uniforms

- (a) The Contractor must, at all times during the performance of the Services, ensure that its Personnel wear those items of identification or uniforms as specified in Item 3 of Schedule 1.
- (b) The Contractor must maintain a register of all Wilson Uniform items provided to it and its Personnel by Wilson Security (Wilson Uniforms). Wilson Uniforms are to be treated as a controlled item, managed as such and the disposition of each Wilson Uniform item known at all times by the Contractor.
- (c) The Contractor acknowledges and agrees that Wilson Security reserves the right to control the disposition of any uniform item that has integral Wilson Security markings (such as embroidered or printed logos), regardless of any circumstance whatsoever.

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- (d) Upon any member of Personnel ceasing to be engaged by the Contractor, the Contractor will ensure that all Wilson Uniforms issued to that person are returned to the Contractor.
- (e) Upon termination or expiry of this agreement, or on written demand from Wilson Security, the Contractor must ensure that all Wilson Uniforms are returned to Wilson Security in the same condition as they were in when provided by Wilson Security, fair wear and tear excepted.
- (f) The Contractor is liable for the costs of replacing any uniforms which are either not returned or returned in a damaged condition, fair wear and tear excepted.

7.3 Removal and replacement

- (a) If Wilson Security gives notice to the Contractor that any Personnel provided by the Contractor to perform the Services has ceased to be acceptable to Wilson Security or is no longer required by Wilson Security, the Contractor must take immediate steps to remove the Personnel.
- (b) If requested by Wilson Security, the Contractor must provide an alternative Personnel acceptable to Wilson Security.
- (c) The Contractor acknowledges and agrees that nothing in this agreement requires or compels Wilson Security to request from the Contractor alternative Personnel to replace Personnel removed in accordance with clause 7.3(a).

8 Keys and Access Passes

8.1 Protection

The Contractor must:

- (a) retain in safe keeping at all times keys, passes, access codes or any other forms of access (Forms of Access) to premises owned by Customers which are obtained by or provided to the Contractor or its Personnel in connection with this agreement;
- (b) promptly replace, at its cost, any Forms of Access which the Contractor or its Personnel have lost, destroyed, damaged or mislaid, or which are stolen; and
- (c) if required by Wilson Security or any customer of Wilson Security, promptly arrange, at the Contractor's cost and expense, for the replacement, changing, re-coding or reprogramming of any equipment, hardware or software, locking equipment or locks which were accessible by the lost, mislaid or stolen Forms of Access and take all actions necessary to prevent unauthorised access by any such Forms of Access.

8.2 Register of Forms of Access

The Contractor must at all times keep, maintain and update a detailed, complete and accurate register in that form and containing that information as Wilson Security (acting reasonably) may from time to time require of all Forms of Access in the Contractor's and any of its Personnel's possession or custody or under its or any of its Personnel's control that must include:

- (a) full details of each of the Forms of Access, including markings and serial numbers, and, wherever possible, images (such as scans or photocopies) of the Forms of Access;

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- (b) the names of its Personnel who have possession, custody or control of each of the Forms of Access;
- (c) the names of the Customers to which each of the Forms of Access apply;
- (d) the addresses of the Customers to which each of the Forms of Access apply; and
- (e) all such other information as Wilson Security, (acting reasonably) may from time to time require.

9 Place of supply of Services

The Contractor will provide the Services to Wilson Security at such places as Wilson Security may direct.

10 Legal relationship

- (a) The legal relationship between Wilson Security and the Contractor is that of principal and independent contractor. Neither the Contractor, nor any of its Personnel, nor employee or agent of the Contractor is to be deemed to be an employee, agent or partner of Wilson Security.
- (b) Nothing in this agreement will be taken or is intended to be taken to give rise to an employment relationship between Wilson Security and the Contractor or Wilson Security and the Personnel.

11 Liability and indemnity

11.1 Liability for Consequential Loss etc.

A party shall not be liable for any special, indirect, exemplary, punitive or Consequential Loss, damage or liability suffered, paid or otherwise incurred by the other party either directly or indirectly in connection with this agreement.

11.2 Indemnity

The Contractor indemnifies Wilson Security and Wilson Security's Personnel against any loss, damage, cost, expense, or liability of any kind whatsoever that Wilson Security or any of Wilson Security's Personnel may suffer, incur or be liable for in any way arising out of, relating to or in connection with:

- (a) the performance or non-performance of the Services;
- (b) any act, default or omission of or by the Contractor, its Personnel, agents or contractors in any way arising out of, relating to or in connection with this agreement;
- (c) any failure by the Contractor or its Personnel to comply with the Contractor's Obligations;
- (d) any claim by a third party against Wilson Security arising out of, relating to or in connection with any act, default or omission of by the Contractor, its Personnel, agents or contractors in any way arising out of, relating to or in connection with this agreement; or

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- (e) the Personnel, or any agent or contractor of the Contractor being held or deemed to be or have been an employee of Wilson Security, except to the extent Wilson Security has contributed to this by its own actions or omissions,

including in respect of:

- (f) any payment Wilson Security is required to make in respect of; and
- (g) any loss or damage (including any fine or penalty) Wilson Security suffers, incurs or is liable for, arising from or in connection with the failure to pay or late payment of,

any of the items which are the Contractor's responsibility under this agreement. However, this indemnity shall not apply to the extent that any loss or damage is caused by the negligent act or omission of Wilson Security.

11.3 Survival

This clause 11 survives the termination or expiry of this agreement.

12 Records

12.1 Records to be provided by Contractor

The Contractor understands and accepts that Wilson Security may require information and documentation relating to the provision of the Services be kept and provided, as requested by Wilson Security, by the Contractor. Such documentation may include rosters, timesheets, patrol visit data, incident reports, incident logs, activity logs, and any other information reasonably required by Wilson Security. The Contractor undertakes to provide any such information or documentation to Wilson Security, in the format and at the times requested by Wilson Security.

12.2 Notification of Services not provided

If the Contractor or its Personnel at any time fail to deliver any of the Services, or the Contractor or its Personnel can reasonably expect that it will fail to deliver any of the Services, the Contractor must notify Wilson Security immediately of that failure or expected failure. The Contractor will provide all assistance and information necessary to aid Wilson Security in preventing or remedying the failure to deliver Services.

13 Responsibility for leave, other benefits, taxes and superannuation

13.1 The Contractor's responsibility

The parties acknowledge and agree that the Contractor will:

- (a) continue to pay directly to the Personnel all salary and other related employment benefits including, if applicable, superannuation contributions and entitlements to annual leave, long service leave, bereavement leave, personal leave or other leave; and
- (b) if applicable, 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.

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13.2 Principals responsibility

Wilson Security 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.

14 Insurances**14.1 Contractor's Insurance**

The Contractor must take out, and keep current, appropriate:

- (a) workers' compensation insurance in respect of Personnel provided by the Contractor to perform the Services, which is in accordance with its statutory obligations under the applicable Law in each State and Territory in which the Services are to be provided;
- (b) public liability insurance, which:
- (1) provides cover for liability for loss of or damage to property and the death of or injury to any person (other than liability which is required by Law to be insured under a workers compensation policy of insurance) and include a liability to others which has been assumed by the Contractor under this contract, or liability for injury to workers not insured by a workers' compensation policy of insurance;
 - (2) is endorsed to indemnify Wilson Security against any Claim or liability in any way arising out of, relating to or connected with the Contractor's and its Personnel's performance of the Services, including by providing principal's indemnity extension; and
 - (3) is for an amount of not less than the amount set out in Item 5 of Schedule 1 for any one occurrence and unlimited as to the number of occurrences;
- (c) key insurance for an amount not less than the amount set out in Item 5 of Schedule 1 for any one occurrence and unlimited as to the number of occurrences;
- (d) where motor vehicles are used, motor vehicle third party property damage and third party bodily injury insurance:
- (1) for an amount not less than the amount set out in Item 5 of Schedule 1 for any single occurrence and unlimited as to the number of occurrences; and
 - (2) in respect of liability (including third party property damage and bodily injury) for all plant, equipment and registered motor vehicles used by the Contractor or any employees engaged by the Contractor to perform the Services,
- provided that, to the extent that third party bodily injury insurance is by the law of a State or Territory made compulsory as part of vehicle registration or under another compulsory scheme, and such insurance is obtained as part of registration or under such scheme, the insurance required to be obtained under this clause 14.1(d) shall not be required to include insurance for third party bodily injury in addition to that obtained as part of registration or under such scheme; and
- (e) where required by Wilson Security, professional indemnity insurance for an amount not less than the amount set out in Item 5 of Schedule 1 for any one occurrence and unlimited as to the number of occurrences;

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- (f) any other insurances required by Wilson Security due to the specific nature of the services and identified in Item 5 of Schedule 1; and
- (g) any other insurance as required by Law.

14.2 Evidence of insurance

- (a) The Contractor must provide to Wilson Security upon request the terms and conditions of the insurance policies referred to in clause 14 and must provide certificates of currency for those insurance policies:
 - (1) 5 Business Days prior to the Commencement Date;
 - (2) 5 Business Days prior to each renewal of an insurance policy; and
 - (3) upon request by the Wilson Security.
- (b) The Contractor must give the Wilson Security at least 1 month prior notice of cancellation, non-renewal, or a material alteration of any of the insurance policies.

14.3 Costs of insurances

The Contractor is responsible for and must pay all premiums, excesses and deductibles on all of the insurances required to be effected and maintained under this agreement.

14.4 Insurances primary

For the avoidance of doubt, the insurances contemplated by this agreement are primary and not secondary to the indemnities contained in this agreement.

15 Audit

15.1 Contractor to permit audit

The Contractor must, upon Wilson Security providing at least 5 Business Days prior notice, permit and provide Wilson Security or its authorised agent supervised access to the Contractor's premises, books, records, documents, equipment, information and any Register or other property relevant to the performance of the Services to verify compliance by the Contractor of its obligations under this agreement and, at the Contractor's cost, to permit, and assist, Wilson Security in inspecting and taking copies of any such books, records, documents, information and any Register.

15.2 Costs of audit

Wilson Security is responsible for the direct costs incurred by it in relation to an audit conducted pursuant to clause 15.1.

16 No solicitation

16.1 Definitions

In this agreement:

Contractor Group means the Contractor and each of its related bodies corporate;

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Contractor Group Member means any member of the Contractor Group;

Restricted Period means the period starting at the time of termination of this agreement and ending 12 months after termination of this agreement.

16.2 No solicitation of Customers during Term

During the Term, the Contractor must not approach, and must procure that no other Contractor Group Member approaches, (either solely or jointly with any other person and in any capacity whatsoever) any person whom the Contractor is aware is a Customer of Wilson Security for the purpose of persuading that person to cease doing business with Wilson Security or reduce the amount of business that the Customer would normally do with Wilson Security.

16.3 No solicitation of Customers during Restricted Period

During the Restricted Period, the Contractor must not approach, and must procure that no other Contractor Group Member approaches, (either solely or jointly with any other person and in any capacity whatsoever) any person whom the Contractor is aware is a Customer of Wilson Security for the purpose of persuading that person to cease doing business with Wilson Security or reduce the amount of business that the Customer would normally do with Wilson Security.

16.4 No solicitation of Wilson Security employees

During the Term and for the Restricted Period, the Contractor must not approach or solicit, and must procure that no other Contractor Group Member approaches or solicits, any employee of Wilson Security for the purpose of recruiting that person. This restriction does not apply where a person responds to an advertisement published by a Contractor Group Member that is targeted to a wide audience of potential applicants.

16.5 Severability

If any part of this clause 16 is unenforceable, it may be severed without affecting the enforceability of the remainder of clause 16.

16.6 Acknowledgment

The Contractor acknowledges that all the prohibitions and restrictions contained in this clause 16 are reasonable and are given in consideration of the Fees payable by Wilson Security to the Contractor under this agreement.

17 Warranties

17.1 Mutual Warranties

Each of Wilson Security and the Contractor represents and warrants to the other that:

- (a) it has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms;
- (b) it has full power to enter into and perform its obligations under this agreement and can do so without the consent of any other person; and
- (c) the execution, delivery and performance of this agreement complies with its constitution and other constituent documents and complies with any encumbrance or document which is binding on it.

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17.2 Contractor additional warranties

The Contractor represents and warrants to Wilson Security that:

- (a) it will comply with and observe all applicable laws relating to the performance of the Services and carrying out its obligations under this agreement;
- (b) it has obtained and will during the Term maintain all necessary approvals, authorisations, permits, licences and registrations which the Contractor is required to maintain under any applicable law in order to perform the Services in accordance with this agreement;
- (c) it will comply with all applicable industrial and workplace relations awards, agreements and legislations that apply to the Contractor in relation to the Personnel;
- (d) it will at all times provide the number of Personnel and resources necessary to perform the Services; and
- (e) it and each Personnel have the skill, experience and expertise necessary to carry out the Services.

18 Contractor acting as a trustee

18.1 Contractor acting as a trustee

If the Contractor acts as trustee of a trust in relation to this agreement:

- (a) It represents and warrants that:
 - (1) the trust has been duly and properly established, currently exists and no steps have been taken to terminate the trust;
 - (2) the trustee is the duly appointed, current and sole trustee of the trust;
 - (3) the trustee has the power (and has obtained all authorisations necessary) to enter into and perform its obligations under this agreement;
 - (4) the trustee and (where applicable) its directors and other officers have complied with their obligations in connection with the trust;
 - (5) the trustee has an unqualified right of indemnity out of the assets of that trust in respect of its obligations under this agreement;
 - (6) the trust property is sufficient to satisfy the trustee's right of indemnity in relation to its obligations under this agreement and all other obligations in respect of which the trustee has a right to be indemnified out of trust property; and
 - (7) no breach of the relevant trust deed exists or would arise upon entry into this agreement or performance of the Contractor's obligations under this agreement;
- (b) It is liable both personally, and in its capacity as trustee of that trust;
- (c) It must not assign, transfer, mortgage, charge, release, waive, encumber or compromise its right of indemnity out of the assets of that trust, but must retain and apply such indemnity only towards meeting its obligations under this agreement; and
- (d) It must not retire, resign nor by act or omission effect or facilitate a change to its status as the sole trustee of that trust.

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19 GST

19.1 Interpretation

Terms defined in the GST Law have the same meanings in this clause 19, unless provided otherwise in clause 1.1.

19.2 Adjustment for GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- (b) To the extent that any supply made by the Contractor under or in connection with this agreement is a taxable supply, the consideration for that supply is increased by an amount equal to the amount of that consideration (or its market value) multiplied by the rate at which GST is imposed in respect of the supply.

19.3 Tax Invoices and Adjustment Notes

The Contractor must issue a Tax Invoice or Adjustment Note to Wilson Security in respect of the supply to which the GST relates in accordance with clause 5.2.

19.4 Reimbursements

Costs required to be reimbursed or indemnified under this agreement must exclude any amount in respect of GST included in the costs for which an entitlement to claim an input tax credit arises.

19.5 RCTI Agreement

If Wilson Security requires it, the Contractor must promptly enter into an RCTI Agreement.

19.6 RCTIs

Once the Contractor and Wilson Security have executed the RCTI Agreement, the Contractor and Wilson Security agree that:

- (a) Wilson Security may issue Recipient Created Tax Invoices in respect of any taxable supply made under or in connection with this agreement;
- (b) any Recipient Created Tax Invoice must comply with the requirements in the GST Law and any ruling of the Australian Tax Office on such Tax Invoices (with any adjustment note issued by Wilson Security being a 'Recipient Created Adjustment Note' in accordance with them;
- (c) Wilson Security must, following the issue of a payment under clause 5.3, deliver to the Contractor a Recipient Created Tax Invoice; and
- (d) the Contractor must not issue a Tax Invoice or adjustment note in respect of a supply made under this agreement for which a Recipient Created Tax Invoice will be issued.

19.7 Registration

The Contractor represents and warrants to Wilson Security that the Contractor is registered for GST on the date of this agreement and will:

- (a) remain so whilst the Contractor provides the Services; and
- (b) will promptly notify Wilson Security if it ceases to be registered.

Commercial in Confidence

20 Intellectual Property

20.1 Ownership

The Contractor acknowledges and agrees that at all times all Intellectual Property created by or on behalf of Wilson Security, whether under this agreement or otherwise, is owned by Wilson Security.

21 Confidentiality

21.1 Obligation of confidentiality

- (a) Without prejudice to any obligation of confidence which the law may impose on the Contractor, the Contractor must, in relation to all Confidential Information provided by Wilson Security or otherwise obtained by the Contractor during the term of this agreement:
- (1) use the Confidential Information solely to carry out the Services pursuant to this agreement;
 - (2) keep the Confidential Information secure and confidential at all times;
 - (3) disclose the Confidential Information only to persons:
 - (A) who need to know the Confidential Information to carry out functions or obligations for Wilson Security; or
 - (B) who are authorised by Wilson Security to obtain the Confidential Information;
 - (4) not copy, duplicate or otherwise reproduce any documents containing the Confidential Information except as is necessary in fulfilling the Services pursuant to this agreement;
 - (5) ensure the confidentiality of the Confidential Information; and
 - (6) comply with all reasonable instructions given to the Contractor from time to time by Wilson Security regarding the protection of the Confidential Information.
- (b) The Contractor must ensure that each of its Personnel, directors, officers, employees or agents who will have access to the Confidential Information, keeps that information confidential.
- (c) Following termination of this agreement, the Contractor must:
- (1) not use the Confidential Information at all;
 - (2) not disclose the Confidential Information at all to any person except as may be authorised in writing by Wilson Security;
 - (3) ensure that any originals and any copies or extracts of the Confidential Information are returned to Wilson Security or appropriately destroyed and in any event are kept confidential;
 - (4) if the Contractor has copied any Confidential Information to a computer disk (including a hard disk) or any similar electronic storage medium, permanently delete any such copy or record; and
 - (5) sign, execute or otherwise deal with any document necessary to give effect to this clause 21.

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PROVISION OF SERVICES AGREEMENT

21.2 Acknowledgment

The Contractor acknowledges that a breach of the obligations under this clause 21 will be considered a serious breach of this agreement.

21.3 Survival

The Contractor's obligations under this clause 21 survive the termination or expiry of this agreement and continue on indefinitely.

22 Termination

22.1 Termination by Wilson Security

This agreement may be terminated by Wilson Security:

- (a) at any time (including during the Initial Term) by giving 30 days' notice to the Contractor (Wilson Security may exercise its right to terminate under this clause 22.1(a) in its absolute and unfettered discretion and obligations of good faith and/or reasonableness shall not apply to Wilson Security in respect of its exercise of such right); or
- (b) with notice if:
- (1) the Contractor breaches this agreement and, in Wilson Security's reasonable opinion, the breach:
 - (A) cannot be remedied; or
 - (B) can be remedied, but the Contractor does not remedy it within 5 Business Days after Wilson Security gives the Contractor notice of the breach;
 - (2) there is a failure by the Contractor to meet the KPIs over three [3] successive months;
 - (3) the Contractor enters into, or resolves to enter into, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
 - (4) the Contractor ceases, or threatens to cease, to carry on business;
 - (5) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the Contractor's assets or undertakings, an application or order is made for the winding up or dissolution of the Contractor, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the Contractor, except for the purpose of an amalgamation or reconstruction which has Wilson Security's consent; or
 - (6) the Contractor fails to take out or maintain the insurances required under clause 14.

22.2 Wilson Security's obligations on termination

If Wilson Security terminates this agreement under clause 22.1, Wilson Security is only liable for payment for the Services provided to the date of termination.

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22.3 Contractor's obligations on termination

On termination of this agreement, the Contractor must, within seven days, return to Wilson Security all property of Wilson Security and other things used by Wilson, including:

- (a) all Confidential Information;
- (b) all other books, documents, papers, materials, software and keys in the Contractor's possession;
- (c) all Uniforms in accordance with clause 7.2(c); and
- (d) all Forms of Access to premises owned by Customers and any identification cards.

23 Wilson Security's Systems

23.1 No necessary access to or use of Wilson Security's Systems

Wilson Security need not permit the Contractor to access or use Wilson Security's Systems or any Technical Information but if Wilson Security does so the following provisions of this clause 23 apply.

23.2 Licence to use Wilson Security's Systems

If Wilson Security permits the Contractor or its Personnel to access or use Wilson Security's Systems or any Technical Information:

- (a) Wilson Security grants to the Contractor a non-exclusive licence for the Contractor and its Personnel to use Wilson Security's Systems and Technical Information solely to provide the Services and for no other purposes (Wilson Security's Systems Licence);
- (b) Wilson Security may terminate, or suspend from time to time, the Wilson Security's Systems Licence and the Contractor's and its Personnel's access to or use of Wilson Security's Systems for any reason Wilson Security determines without need to give the Contractor any notice;
- (c) the Contractor must, and must ensure that its Personnel must, use Wilson Security's Systems and Technical Information in accordance with Wilson Security's Systems Policies as Wilson Security notifies to the Contractor from time to time; and
- (d) the Contractor must not, and must ensure that its Personnel do not:
 - (1) take any steps to challenge or prejudicially affect any of Wilson Security's rights (including to ownership), including any Intellectual Property Rights in respect of Wilson Security's Systems or the Technical Information;
 - (2) assert there exists any Encumbrance in respect of, or any other right to payment (however levied) in respect of, Wilson Security's Systems, the Technical Information, or any Intellectual Property in respect thereof or thereto; and
 - (3) delete or remove any copyright or other notices contained within or relating to Wilson Security's Systems or the Technical Information, or attempt to do so.

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23.3 Permitted disclosures

The Contractor may, to the extent necessary:

- (a) use any Technical Information to comply with the Contractor's Obligations; and
- (b) disclose any Technical Information to its Personnel, but only to those who have a specific need to access that Technical Information and then only to the extent they need it for the purpose of complying with the Contractor's Obligations, and the Contractor must limit, so far as is reasonably possible, the number of its Personnel who have access to the Technical Information.

23.4 Control and responsibility

- (a) The Contractor must initiate, establish and maintain effective systems for the safe custody, control and protection of any of the Technical Information which is reduced to a written form or other form capable of physical expression, visible reading or reproduction and to prevent and prohibit the making of copies of the Technical Information except as permitted by this agreement.
- (b) The Contractor:
 - (1) must not, and must ensure that its Personnel do not, at any time and in any capacity whatsoever, use the Technical Information in any manner or derive any personal benefit from the Technical Information or from its use or application;
 - (2) ensure and procure each of its Personnel complies with the provisions of this clause 23 as if expressly named in this agreement as a party to it; and
 - (3) acknowledges that any disclosure or use of any Technical Information by its Personnel otherwise than as permitted by this agreement will be deemed to be:
 - (A) a breach by the Contractor of the provisions of this agreement; and
 - (B) a failure by the Contractor to comply with the Contractor's Obligations.

23.5 Disabling Code

The Contractor must, and must ensure that the Contractor Persons must:

- (a) not insert or activate; and
- (b) not permit any other person to insert or activate, any Disabling Code at any time, including upon expiry or termination of this agreement.

23.6 Intellectual Property

All Intellectual Property in respect of or relating to Wilson Security's Systems and the Technical Information or either is, and remains, Wilson Security's property.

23.7 Acknowledgements

The Contractor acknowledges that all Technical Information:

- (a) that may from time to time be in the Contractor's or any of its Personnel's possession is Wilson Security's valuable property and must remain at all times confidential, secure and Wilson Security's sole and exclusive property; and

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- (b) disclosed or that will be disclosed to the Contractor or its Personnel by Wilson Security is on the basis that the Contractor and all its Personnel must comply strictly with the provisions of this clause 23.

23.8 Termination

If:

- (a) this agreement expires or terminates for any reason, the Wilson Security's Systems Licence terminates automatically without need for any notice; or
- (b) the Wilson Security's Systems Licence is terminated or suspended for any reason, the Contractor must, and must ensure that its Personnel must, immediately:
- (1) cease to access and use Wilson Security's Systems and the Technical Information; and
 - (2) return to Wilson Security or delete as Wilson Security directs, all original documents and copies (including in electronic form) in the Contractor's or its Personnel's possession, or custody or under its or their control which comprise, contain, reproduce, are based on, utilise or relate to Wilson Security's Systems or the Technical Information.

24 General

24.1 Costs and expenses

Each party will pay its own costs and expenses in connection with the preparation of this agreement.

24.2 Governing law and jurisdiction

- (a) This agreement is governed by the laws of the state of Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

24.3 Assignment and subcontracting

- (a) The Contractor must not assign its rights and obligations under this agreement without the written consent of Wilson Security.
- (b) Wilson Security may assign its rights and obligations under this agreement at any time without the Contractor's consent.
- (c) Unless Wilson Security first approves of it in writing, the Contractor must not subcontract any work or the performance of any of the Contractor's obligations in any way arising out of, relating to or connected with this agreement or the Services.
- (d) The Contractor must supply Wilson Security with a copy of any subcontract (unpriced, unless Wilson Security is paying for the relevant work on a cost reimbursable basis) if directed to do so by Wilson Security.
- (e) The Contractor's liability and obligations under this agreement are not lessened or otherwise affected by subcontracting any work or the performance of any of the Contractor's obligations in any way arising out of, relating to or connected

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with this agreement or the Services, and the Contractor is liable to Wilson Security for the acts and omissions of any subcontractor as if they were acts and omissions of the Contractor.

24.4 Entire agreement

This agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

24.5 Notices

Any notice or other legal communication to or by a party to this agreement:

- (a) must be in legible writing and in English and addressed as shown in Item 8 of Schedule 1.
- (b) 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 if a Business Day, otherwise on the next Business Day;
 - (2) if sent by pre-paid post, on the 3rd Business Day after posting; and
 - (3) if sent by facsimile or electronic mail, and a correct, complete and successful transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.

24.6 Schedules

- (a) This provision of services agreement incorporates the content of the following three Schedules:
 - (1) Schedule 1 – Details,
 - (2) Schedule 2 – Services, and
 - (3) Schedule 3 – KPIs.
- (b) Both parties understand that from time to time the details contained in these Schedules may require updating. Any such change to the Schedules must be agreed to in writing by both parties.
- (c) Any change made to the Schedules in accordance with clause 24.6(b) which purports to alter the parties to this agreement, Commencement Date or Initial Term will have no effect.

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Schedule 1 – Details

Item 1	Commencement Date: (clause 2.1)	10 November 2017
Item 2	Initial Term: (clause 2.1)	24 months + 12 months extension option
Item 3	Uniforms: (clause 7.2)	While performing the Services, the Contractor's Personnel will wear Wilson Security uniforms. The cost of these uniforms will be borne by Wilson Security .
Item 4	Fee: (clause 5.1) (all Fees to be shown excluding GST).	
Item 5	Insurances: (clause 14.1)	<p>(a) Workers' Compensation Insurance in accordance with the applicable Law in each State and Territory in which the Services are to be provided;</p> <p>(b) Public Liability Insurance for an amount not less than \$20mil;</p> <p>(c) Key Insurance for an amount not less than \$10mil;</p> <p>(d) Motor Vehicle Third Party Property Damage (and if required by clause 14, Third Party Bodily Injury) Insurance for an amount not less than \$10mil;</p> <p>(e) Professional indemnity insurance for an amount not less than \$10mil.</p> <p>(f) Any other insurances required by Wilson Security due to the specific nature of the services: N/A.</p>
Item 6	Key Personnel	<p>Senior Managers: Wilson Security: <small>Personal Information</small> - State Manager, Corporate Services</p> <p>Contractor: Darko Sinadinov – Managing Director</p>

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PROVISION OF SERVICES AGREEMENT

		Operational Managers: Wilson Security: Personal Information – Operations Manager Contractor: [insert title, e.g. Operations Manager]
Item 7	State	Victoria
Item 8	Notices (clause 24.5)	If to Wilson Security: Address: Level 3, 6 English Street, Essendon Fields, Victoria, 3041. Attention: Personal Information , Chief Executive Officer Facsimile: Personal Information
		If to the Contractor: Address: 4 Glendoon Road, Junction Village, VIC 3977 Attention: Personal Information Facsimile: <i>[insert]</i> Email: Personal @nuforcesecurity.com.au
Item 9	Contractor Specifics	Legal Name: Hospitality Performance Leaders Pty Ltd Trading Name: Nu Force Security Group ABN: 74 061 626 944 ACN: 061 626 944 Director #1: Personal Information Director #2: N/A Company Secretary: Personal Information Registered Address: 4 Glendoon Road, Junction Village, VIC 3977 Operational Base Address: <i>[insert address]</i>

[Insert schedule of rates if required]

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Schedule 2 - Services

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

"Security Services" includes, but are not limited to, patrol services, alarm response services, crowd control, event staff, security officers in uniform, covert security officers, loss prevention officers in uniform, covert prevention officers, traffic controllers, armed guards, alarm monitoring, mobile patrols, canine handlers, private investigators and CPP.

[You may wish to insert specifics of the services to be delivered here.]

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Schedule 3 – KPIs

Part A - KPIs

[insert description of KPIs]

Part B – Failure to achieve KPIs

[insert consequences of failure to achieve KPIs]

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PROVISION OF SERVICES AGREEMENT

Executed as an agreement:

Wilson Security

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

Personal Information
[Redacted Signature]

Personal Information -- **State Manager,
Corporate Services**
Wilson Authorised Rep. Name & Title

Date 14/11/17

Wilson Authorised Representative Signature

in the presence of

Personal Information
[Redacted Signature]

Personal Information -- **Operations Manager**
Witness Name & Title

Date 14/11/2017

Witness Signature

Contractor

Signed for **Hospitality Performance Leaders Pty Ltd t/a Nu Force Security Group**
by its director(s)/company secretary in accordance with section 127 of the *Corporations Act 2001* (Cth) where it is a company, or, by its duly authorised representative and a witness where it is not a company.

Personal Information
[Redacted Signature]

Personal Information -- **Managing Director**
Director/Authorised Rep. Name & Title

Date 10/11/17

Director/Authorised Representative Signature

in the presence of

Personal Information
[Redacted Signature]

Personal Information
Director/Company Secretary/Witness Name

Date 10/11/17

Director/Company Secretary/Witness Signature

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PRIVATE SECURITY BUSINESS LICENCE

*This is to certify that pursuant to the
Private Security Act 2004*

Hospitality Performance Leaders

Pty Ltd

trading as

Nu Force Security Group

*Is the holder of a
Private Security Business Licence with the
authority to provide the services of*

Crowd Controller

Security Guard

Armed/Unarmed Guard

Cash-In-Transit

Licence Number:

Personal Information

Expiry Date: 23rd May 2020

Authorised By:

Personal Information

Superintendent / Divisional Commander

Issued at Melbourne on 23rd May 2017

LICENSING & REGULATION DIVISION

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LICENCE TO PROVIDE LABOUR HIRE SERVICES

Date: 9/10/2019

Licence number: Personal Information

Pursuant to section 24(1) of the *Labour Hire Licensing Act 2018* (Act) **HOSPITALITY PERFORMANCE LEADERS PTY LTD, ABN: 74 061 626 944 / ACN: 061 626 944** trading as **Wilson** (Licence Holder) is authorised to provide labour hire services subject to the licence conditions set out in the Act.

Licence period

This licence comes into force on **09 October 2019** and expires on **09 October 2022** unless renewed, varied, suspended or cancelled by the Labour Hire Licensing Authority in accordance with the Act.

Conditions

The Labour Hire Licensing Authority has not imposed any licence conditions pursuant to section 33 of the Act

Licence is not transferrable

This licence is not transferrable.

Personal Information

Personal Information

Labour Hire Licensing Commissioner
Labour Hire Licensing Authority

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CERTIFICATE OF CURRENCY



Authorised Agent of the Victorian WorkCover Authority

1. STATEMENT OF COVERAGE

This employer is registered for WorkCover Insurance to cover its liabilities under the *Workplace Injury Rehabilitation and Compensation Act 2013* (and amendments).

This Certificate is valid from:

01/07/2019

to:

30/06/2020

The information provided in this Certificate of Currency is correct at:

15/07/2019

2. EMPLOYER'S INFORMATION

WorkCover Employer Number:

Personal Information

Legal Name:

HOSPITALITY PERFORMANCE LEADERS P/L

Trading Name:

NU FORCE SECURITY GROUP

ABN:

74 061 626 944

ACN/ARBN:

061 626 944

Personal Information

Personal Information

Policy Services Manager

CGU Workers Compensation (Vic) Limited

For and on behalf of WorkSafe Victoria

A.C.N. 005 297 781

GPO: Box 2090S Melbourne VIC 3001

Personal Information

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www.miramaruw.com.au

16 April 2020

Certificate of Currency

Policy Number: Personal Information

Insured: Hospitality Performance Leaders Pty Ltd T/As Nu Force Security Group

Period of Cover: From 4.00pm on 10 April 2020 to 4.00pm 10 April 2021

Class of Business: General & Products Liability

Geographical Limits: Worldwide Excluding USA & Canada

Limits of Liability:

Items Limit	Limit of Liability
Public Liability any one Occurrence	\$20,000,000
Products Liability in the Aggregate	\$20,000,000
Goods in Care, Custody & Control	\$100,000
Loss of Keys	\$100,000
Use of firearms	Yes
Use of dogs	Yes
Crowd Control	No
Crowd Control in Nightclubs	No
Section 1 - Errors & Omissions	
Errors & Omissions	\$1,000,000
Retroactive Date: 20/04/17 excluding all known claims or incidents	
Section 2 - Cash in Transit	
Maximum Carry Limit	\$5,000
Section 3 - Cash in Safe	
Maximum Safe Limit	Not Insured
Section 4 - Criminal Defence Costs	
Criminal Defence Costs	Not Insured
Retroactive Date Inception - excluding all known claims or incidents	
Section 5 - Statutory Liability	
Statutory Liability	\$1,000,000

Address: PO Box A2016 Sydney South NSW 1235

Personal Information

www.miramaruw.com.au

ABN: 97 111 534 797 AFSL: 314176

Policy Number: LI-234750

www.miramaruw.com.au

Retroactive Date Inception - excluding all known claims or incidents	
Section 6 - Professional Indemnity	
Professional Indemnity	\$1,000,000
Retroactive Date 15/02/19- excluding all known claims or incidents	
Section 7 - Fidelity Guarantee	
Fidelity Guarantee	Not Insured
Retroactive Date - Inception excluding all known claims or incidents	

Policy Wording: Steadfast IRS Agreed Security Wording

Insurer: Certain Underwriters at Lloyds of London (100%)

Cover Details

Business Details: Static Guarding, Use of Firearms, Use of Dogs, Cash Carry, Mobile Patrols and Risk Management Consulting

Situation: Australia Wide

Place of Issue: Sydney, Australia

Date of Issue: 16 April 2020

Signed:

Personal Information

Personal Information

for Miramar Underwriting Agency Pty Ltd as agents for the Insurer

MIRAMAR UNDERWRITING AGENCY
Address: PO Box A2016 Sydney South NSW 1235

Personal Information

www.miramaruw.com.au

ABN: 97 111 534 797 AFSL: 314176

Transaction ID: 252445

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From: Greg Watson
Sent: Wed, 29 Apr 2020 15:37:18 +1000
To: PPO [REDACTED] (DJPR)
Subject: FW: Notice of Intent GMS Staffing Pty Ltd - Wilson Security
Attachments: NOI GMS Wilson.pdf, POSA GMS Staffing Pty Ltd .pdf, Master Licence VIC.PDF, Public Liability renewal.pdf, GMS Staffing VIC Workcover 2019-2020 (1).pdf

Greg Watson
 n
 General Manager Regional Operations



Level 3, 6 E
 nglish Street
 Essend V 3
 on Fiel l 0
 ds C 4
 1
 Australia

Personal Information

Personal Information@wilsonsecurity.com.au
 www.wilsonsecurity.com.au



Click to connect with us

From: Greg Watson
Sent: Tuesday, 28 April 2020 8:23 PM
To: Personal Information (DTF) Personal Information @dtf.vic.gov.au>
Subject: Notice of Intent GMS Staffing Pty Ltd - Wilson Security

Hi Personal Info [REDACTED]

Wilson Security seeks to gain SPC approval for use of subcontractors on recent COVID-19 Hotel quarantine work. Pls see attached Notice of Intent and supporting documents for GMS Staffing Pty Ltd:

1. Service Agreement
2. AMG Master Licence
3. AMG Labour Hire Agreement
4. Public Liability Insurance certificate of currency
5. Workcover certificate of currency

I trust this meets with your approval and signed documents can be returned at your convenience.

Regards Greg

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Notice of Intent

This form is for use by a Service Provider to request approval from the Purchaser to engage a Subcontractor, and for the Purchaser to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (POC) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (SPC Agreement).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

Information	To be completed by Service Provider
Purchaser: POC Contract Manager (clause 5.1(1)): 	Department of Jobs, Precincts and Regions PPO [REDACTED] Principal Policy Officer, Inclusion Personal Information [REDACTED] Email: Personal Infor@ecodev.vic.gov.au
Service Provider details Name: Address: Phone number: Email:	Wilson Security Personal Information [REDACTED] Wilson Security, Level 3, 6 English St, Essendon Fields Personal Information [REDACTED] Personal Information [REDACTED] Personal Information [REDACTED]@wilsonsecurity.com.au
Proposed Subcontractor's details Name: Address: Phone number: Email: ABN/ ACN:	GMS Staffing Pty Ltd Personal Information [REDACTED] Suite 901, Level 9, 50 Clarence St, Sydney, NSW 2000 Personal Information [REDACTED] Personal [REDACTED] @gmsstaffing.com.au 87 150 805 940 / 150 805 940
Relevant purpose for engaging Subcontractor – please specify a purpose under clause 6(4) of POC	Short term surge requirement with rapid deployment and delivery of non-standard services
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	Due the volume of personnel required in a very short start up time
Duration of the proposed engagement	30/03/20 – 30/06/20
Please detail the Subcontractor's capabilities in performing similar Security Services	Experienced in major events and general guarding services based on customer service

Please detail the Subcontractor's financial standing	Credit check revealed all clear
--	---------------------------------

Please confirm the following documents are attached (clause 6(2))	
Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Personal Information
[Redacted Signature]

Date: 28/04/20

(Signature)

Personal Information
[Redacted Name/Title]

GENERAL MANAGER REGIONAL OPERATIONS

(Name, Title)

Note: if the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the

SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

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FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
Reasons (Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)	
Conditions (Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	
Restrictions (Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	

Signed by:

 (Signature)

Date:

 (Name, Title)

Email:

Telephone:



PROVISION OF SERVICES AGREEMENT

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 Contractor 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.

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PROVISION OF SERVICES AGREEMENT

- (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 Contractor 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)

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PROVISION OF SERVICES AGREEMENT

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.

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PROVISION OF SERVICES AGREEMENT

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

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PROVISION OF SERVICES AGREEMENT

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 8 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.

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PROVISION OF SERVICES AGREEMENT

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 contractor's (other than the Contractor).

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

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PROVISION OF SERVICES AGREEMENT

Executed as an agreement:

Signed for **GMS Staffing Pty Ltd**
by its authorised representative

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

Signature	Personal Information	Signature	Personal Information
Director	Personal Information	General Manager Regional Operations	Personal Information
Witness signature	Personal Information	Witness signature	Personal Information
Witness name		Witness name	Personal Information
Date	28/04/20	Date	28/04/20

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PROVISION OF SERVICES AGREEMENT

Schedule 1 - Contract Details

Item 1	Parties	<p>Wilson: Wilson Security Pty Ltd ABN 90 127 406 295 of Level 3, 6 English Street, Essendon Fields, Victoria, 3041</p> <p>Contractor: GMS Staffing Pty Ltd</p> <p>Business Name: GMS Staffing Pty Ltd</p> <p>ABN: 87 150 805 940</p> <p>Director #1: Personal Information</p> <p>Director #2: N/A</p> <p>Company Secretary: Personal Information</p> <p>Registered Address: Suite 901 Level 9, 50 Clarence Street, Sydney NSW 2000</p> <p>Operational Base Address: Suite 901 Level 9, 50 Clarence Street, Sydney NSW 2000</p>
Item 2	Start Date: (clause 1(a))	1 April 2020
	End Date: (clause 1(a))	30 June 2020
Item 3	Uniforms, equipment and other property: (clause 2.2)	<p>Unless otherwise instructed by Wilson, while performing the Services, the Contractor's Personnel will wear Wilson uniform if supplied or GMS suits or black pants with white shirt with Wilson Security hi vis vests as a uniform. The cost of the hi vis vests will be borne by Wilson Security.</p> <p>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</p>
Item 4	Fees: (clause 3(a)) (all Fees to be shown excluding GST).	<p>Refer to the rate card below</p> <p>Charge rates will increase on the 1st July each year in line with Fairwork.</p>
Item 5	Insurances: (clause 6(c))	<p>(a) Workers' Compensation Insurance in accordance with the applicable Law in each State and Territory in which the Services are to be provided;</p> <p>(b) Public Liability Insurance for an amount not less than \$10mit;</p> <p>(c) Key Insurance for an amount not less than N/A;</p> <p>(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;</p> <p>(e) Professional indemnity insurance for an amount not less than N/A.</p> <p>(f) Any other insurances required by Wilson due to the specific nature of the services: N/A.</p>

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PROVISION OF SERVICES AGREEMENT

Item 6	State	VIC
Item 7	Notices (clause 13(f))	<p>If to Wilson:</p> <p>Address: Level 3, 6 English Street, Essendon Fields, Victoria, 3041.</p> <p>Attention: Personal Information – General Manager Regional Operations</p> <p>Email: Personal Information@wilsonsecurity.com.au</p>
		<p>If to the Contractor:</p> <p>Address: Suite 901 Level 9, 50 Clarence Street, Sydney NSW 2000</p> <p>Attention: Personal Information</p> <p>Email: Personal Information@gmsstaffing.com.au</p>
		<p>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.</p>

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SA-WS-01-0819	Filing Location: Contractor files	Min Retention Period: Contract Period +7 years	Destruction: Shred	9 of 10
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PROVISION OF SERVICES AGREEMENT

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, medical).

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;

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PRIVATE SECURITY BUSINESS LICENCE

*This is to certify that pursuant to the
Private Security Act 2004*

GMS Staffing Pty Ltd

*is the holder of a
Private Security Business Licence
with the authority to provide the services of*

*Crowd Controller
Security Guard:
Unarmed Guard*

Licence Number: Personal Information
Expiry Date: 10 March 2021

Authorised By:

Superintendent / Divisional Commander

Issued at Melbourne 15/03/2018

LICENSING & REGULATION DIVISION

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THE PARTIES WITH STANDING LEAVE ONLY.

Certificate of Currency



Liberty
Specialty Markets

This Certificate confirms that the undermentioned Policy is effective on the date of issue and in accordance with the details shown:

Class of Insurance	General Combined & Products Liability
Policy Number	Personal Information
Insured	GMS Staffing Pty Ltd
Business Description	Static guarding and mobile patrols Traffic control Crowd control
Policy Period	From: 01 December 2019 at 4pm local standard time To: 01 December 2020 at 4pm local standard time
Limit of Indemnity	AUD20,000,000 any one Occurrence in respect of public liability and in the aggregate during the Period of Insurance in respect of Product liability.
Policy Wording	Security Industry Liability Policy Wording SIL17.03
Remarks	The indemnity granted by this Policy extends to Urban Land Authority (A.B.N. 86 832 349 553) (trading as Renewal SA) as principal, in respect of that principal's vicarious liability for the negligent acts or omissions of the Insured pursuant to Definition 2.8 and arising out of the Insured's business, but this Policy does not extend to the liability of the principal howsoever arising out of the negligence, breach of contract or breach of duty of such principal.
For and on behalf of Liberty Specialty Markets	Personal Information
Date of Issue	01 December 2019

Certificate of Currency

This Certificate:

- Is issued as a matter of information only and confers no rights upon the holder
- Does not amend, extend or alter the coverage afforded by the policy listed
- Is only a summary of the cover provided
- Reference must be made to the current policy wording for full details
- Is current at the date of issue only

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CERTIFICATE OF CURRENCY



Authorised Agent of the Victorian WorkCover Authority

1. STATEMENT OF COVERAGE

This employer is registered for WorkCover Insurance to cover its liabilities under the *Workplace Injury Rehabilitation and Compensation Act 2013* (and amendments).

This Certificate is valid from:

01/07/2019

to:

30/06/2020

The information provided in this Certificate of Currency is correct at:

21/06/2019

2. EMPLOYER'S INFORMATION

WorkCover Employer Number:

Personal Information

Legal Name:

GMS STAFFING P/L

Trading Name:

ABN:

87 150 805 940

ACN/ARBN:

150 805 940

Personal Information

Premium & Credit Operations Manager
Gallagher Bassett Services Workers Compensation Vic Pty Ltd
 For and on behalf of WorkSafe Victoria
 A.C.N. 100 375 620
 Locked Bag 3570 GPO Melbourne VIC 3001

Personal Information

Email Person:@gbtpa.com.au

From: [Redacted] (DJPR)
Sent: Fri, 1 May 2020 10:56:57 +1000
To: [Redacted] (DJPR)
Cc: [Redacted] (DJPR); [Redacted] (DJPR)
Subject: [Redacted] Privilege

Hi [Redacted] PPO

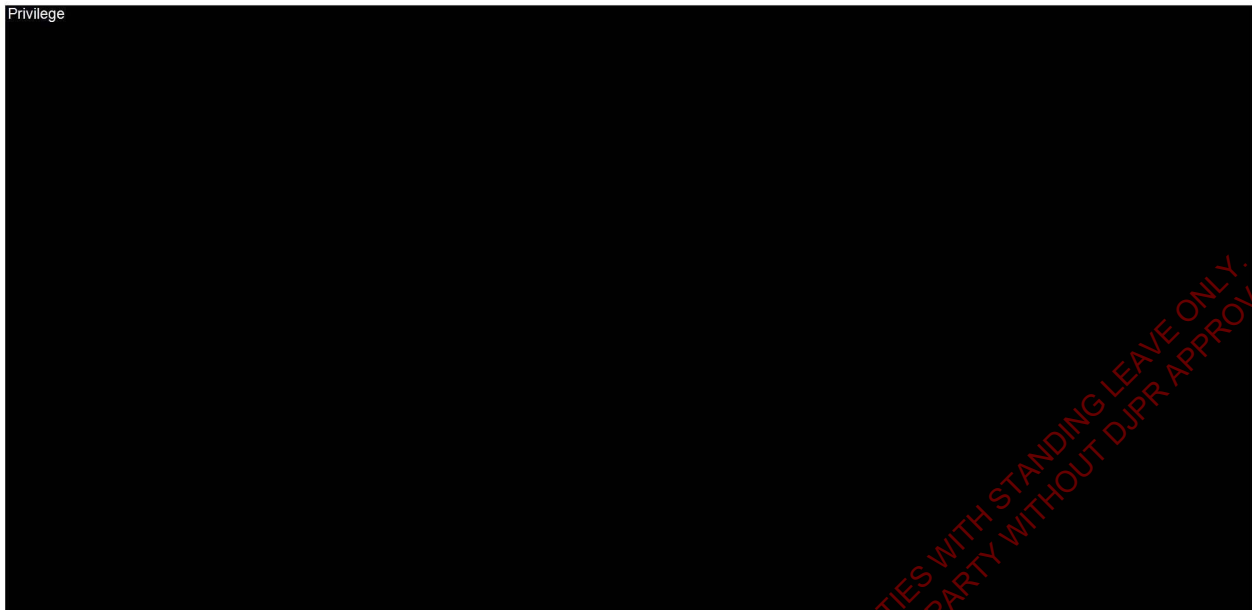
Privilege



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Kind regards

Personal Information

Senior Solicitor, Commercial Law | Legal and Legislation | Corporate Services
Department of Jobs, Precincts and Regions
Level 8, 1 Spring Street, Melbourne, Victoria Australia 3000

Personal Information | email: Personal Information@ecodev.vic.gov.au

djpr.vic.gov.au

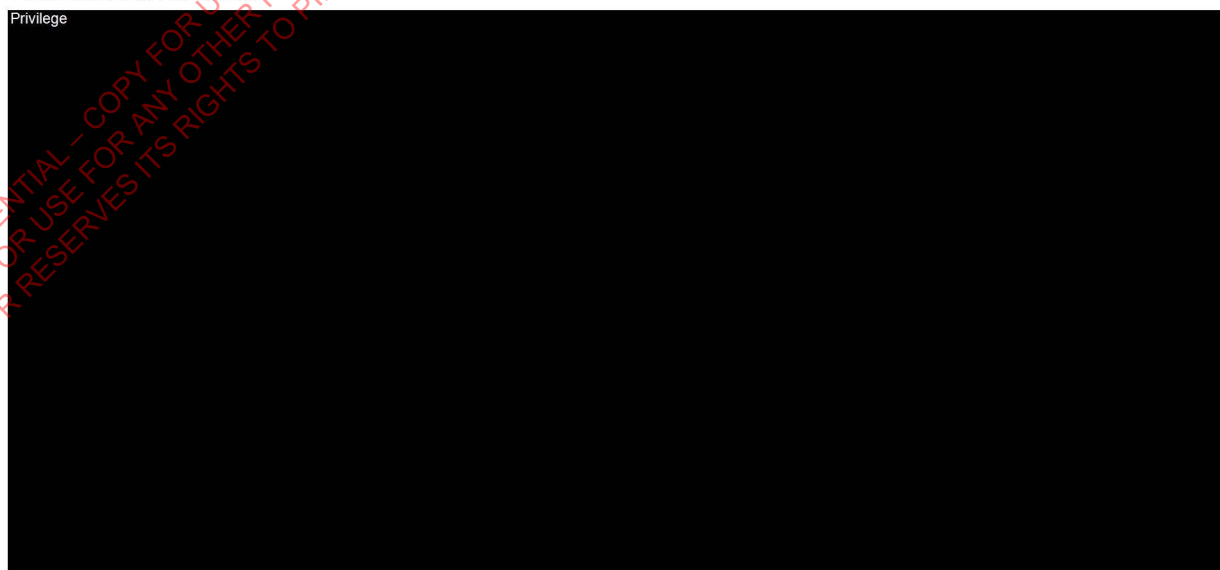


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From: PPO [REDACTED] (DJPR)
Sent: Fri, 1 May 2020 15:16:18 +1000
To: Greg Watson
Subject: RE: Notice of Intent AMG - Wilson Security COVID-19

Hi Greg – I hope that you are well and staying warm and dry.

I have asked our legal area to review these Notices of Intent along with the supporting documentation provided. They have asked whether you will be able to provide the following documentation for each subcontractor, as per clause 6(b) of the POC:

- Acknowledgement from the subcontractor that it will comply with all of the obligations arising under the POC; and
- A statement of compliance from the subcontractor with the POC and all rights and obligations arising under it, including audit requirements.

I'll be able to sign off on the Notices once these have been received.

Please let me know if this is going to present any issues.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]

Personal Information [REDACTED] @ecodev.vic.gov.au

djpr.vic.gov.au

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From: Greg Watson Personal Information [REDACTED] <@wilsonsecurity.com.au>
Sent: Wednesday, 29 April 2020 3:37 PM
To: PPO [REDACTED] (DJPR) Personal Information [REDACTED] <@ecodev.vic.gov.au>
Subject: FW: Notice of Intent AMG - Wilson Security COVID-19

Hi PPO [REDACTED]

Personal Information [REDACTED] at SPC advised the purchased has to sign off the approval forms before presenting to SPC. If you could kindly arrange for signing pls and if you require any additional information pls let me know.

There are another 3 emails to follow.

Regards Greg

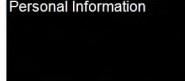
Greg Watson

n
General Manager Regional Operations



Level 3, 6 English Street
Essendon
Victoria 3041
Australia

Personal Information



E Personal Information@wilsonsecurity.com.au
W www.wilsonsecurity.com.au



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**From:** Greg Watson**Sent:** Tuesday, 28 April 2020 8:17 PM**To:** Personal Information (DTF) Personal Information @dtf.vic.gov.au>**Subject:** Notice of Intent AMG - Wilson Security COVID-19

Hi Personal Information

Wilson Security seeks to gain SPC approval for use of subcontractors on recent COVID-19 Hotel quarantine work. Pls see attached Notice of Intent and supporting documents for AMG Pty Ltd:

1. Service Agreement
2. AMG Master Licence
3. AMG Labour Hire Agreement
4. Public Liability Insurance certificate of currency
5. Workcover certificate of currency

I trust this meets with your approval and signed documents can be returned at your convenience.

Regards Greg

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From: Greg Watson
Sent: Mon, 4 May 2020 17:09:49 +1000
To: PPO (DJPR)
Subject: Declaration Forms TSH
Attachments: POC Q Hotel Acknowledgement Form TSH.PDF, POC Q Statement of Compliance TSH.PDF

Hi PPO

Pls see the attached Declaration forms in support of the Notice of Intent to use The Security Hub Pty Ltd as a security provider.

1. Acknowledgement Form
2. Statement of Compliance

Regards Greg

Greg Watson
n
General Manager Regional Operations



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ACKNOWLEDGEMENT FORM

Purchase Order Contract for the Provision of Security Services

The State of Victoria and Wilson Security Pty Ltd

Company Name:	The Security Hub Pty Ltd
ABN:	44 615 607 264
Address:	Level 2, 416 – 420 Collins Street, Melbourne, VIC 3000

We acknowledge that we understand the terms and conditions of the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

We provide our undertaking that The Security Hub Pty Ltd will comply with all obligations arising under this POC.

Signature of Authorized Officer: Personal Info

Name: Personal Informa

Title: Director

Date: 04/05/2020

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STATEMENT OF COMPLIANCE

Purchase Order Contract for the Provision of Security Services

The State of Victoria and Wilson Security Pty Ltd

Company Name:	The Security Hub Pty Ltd
ABN:	44 615 607 264
Address:	Level 2, 416 – 420 Collins Street, Melbourne, VIC 3000

This statement of compliance is made to verify that The Security Hub Pty Ltd complies with all rights and obligations, including audit requirements under the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

Signature of Authorized Officer: Personal Inform

Name: Personal Informa

Title: Director

Date: 04/05/2020

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From: Greg Watson
Sent: Mon, 4 May 2020 17:05:52 +1000
To: PPO [REDACTED] (DJPR)
Subject: Declaration Forms - GMS
Attachments: POC Q Hotel Acknowledgement Form GMS.PDF, POC Q Statement of Compliance GMS.PDF

Hi PPO [REDACTED]

Pls see the attached Declaration forms in support of the Notice of Intent to use GMS Staffing Solutions Pty Ltd as a security provider.

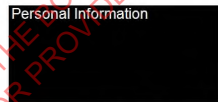
1. Acknowledgement Form
2. Statement of Compliance

Regards Greg

Greg Watson
 n
 General Manager Regional Operations



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ACKNOWLEDGEMENT FORM

Purchase Order Contract for the Provision of Security Services

The State of Victoria
 and
 Wilson Security Pty Ltd

Company Name:	GMS Staffing Pty Ltd
ABN:	87 150 805 940
Address:	Suite 901, Level 9, 60 Clarence Street, Sydney, NSW 2000

We acknowledge that we understand the terms and conditions of the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

We provide our undertaking that GMS Staffing Pty Ltd will comply with all obligations arising under this POC.

Signature of Authorized Officer: Personal Information

Name: Personal Information

Title: *GROUP CEO*

Date: *04/05/20*

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STATEMENT OF COMPLIANCE

Purchase Order Contract for the Provision of Security Services

The State of Victoria
and
Wilson Security Pty Ltd

Company Name:	GMS Staffing Pty Ltd
ABN:	87 150 805 940
Address:	Suite 901, Level 9, 50 Clarence Street, Sydney, NSW 2000

This statement of compliance is made to verify that GMS Staffing Pty Ltd complies with all rights and obligations, including audit requirements under the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

Signature of Authorized Officer: [Redacted]
Personal Information

Name: [Redacted]
Personal Information

Title: *Group CEO*

Date: *04/05/20*

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From: Greg Watson
Sent: Mon, 4 May 2020 17:04:18 +1000
To: PPO [REDACTED] (PR)
Subject: Declaration forms AMG
Attachments: Acknowledgement Form AMG.PDF, Statement of Compliance AMG.PDF

Hi PPO [REDACTED]

Pls see the attached Declaration forms in support of the Notice of Intent to use AMG Pty Ltd as a security provider.

- 1. Acknowledgement Form
- 2. Statement of Compliance

Regards Greg

Greg Watson
n
General Manager Regional Operations



Level 3, 6 English Street
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Personal Information [REDACTED]
Personal Information [REDACTED]@wilsonsec
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ACKNOWLEDGEMENT FORM

Purchase Order Contract for the Provision of Security Services

The State of Victoria and Wilson Security Pty Ltd

Company Name:	Australian Manav Group Pty Ltd
ABN:	74 623 151 280
Address:	10 Arion Road, Truganina, VIC 3029

We acknowledge that we understand the terms and conditions of the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

We provide our undertaking that Australian Manav Group Pty Ltd will comply with all obligations arising under this POC.

Signature of Authorized Officer:

Personal Information

Name:

Personal Information

Title: Director

Date: 04/05/2020

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STATEMENT OF COMPLIANCE

Purchase Order Contract for the Provision of Security Services

The State of Victoria
and
Wilson Security Pty Ltd

Company Name:	Australian Manav Group Pty Ltd
ABN:	74 623 151 280
Address:	10 Arion Road, Truganina, VIC 3029

This statement of compliance is made to verify that Australian Manav Group Pty Ltd complies with all rights and obligations, including audit requirements under the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

Signature of Authorized Officer: Personal Information

Name: Personal Information

Title: Director

Date: 04/05/2020

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From: Greg Watson
Sent: Mon, 4 May 2020 17:09:29 +1000
To: PPO (DJPR)
Subject: Declaration Forms - Nu Force
Attachments: State of Compliance and Acknowledgment Nu Force .pdf

Hi PPO

Pls see the attached Declaration forms in support of the Notice of Intent to use Nu Force as a security provider.

1. Acknowledgement Form
2. Statement of Compliance

Regards Greg

Greg Watson
n
General Manager Regional Operations



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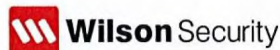


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STATEMENT OF COMPLIANCE

Purchase Order Contract for the Provision of Security Services

The State of Victoria and Wilson Security Pty Ltd

Company Name:	Hospitality Performance Leaders Pty Ltd t/a Nu Force Security Group
ABN:	74 061 626 944
Address:	Level 1 South, 29 Sutherland Street, Melbourne, VIC 3000

This statement of compliance is made to verify that Hospitality Performance Leaders Pty Ltd t/a Nu Force Security Group complies with all rights and obligations, including audit requirements under the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

Signature of Authorized Officer:

Name:

Title:

Date:

Personal Information

Personal Information

DIRECTOR

4/5/20

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ACKNOWLEDGEMENT FORM

Purchase Order Contract for the Provision of Security Services

The State of Victoria and Wilson Security Pty Ltd

Company Name:	Hospitality Performance Leaders Pty Ltd t/a Nu Force Security Group
ABN:	74 061 626 944
Address:	Level 1 South, 29 Sutherland Street, Melbourne, VIC 3000

We acknowledge that we understand the terms and conditions of the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

We provide our undertaking that Hospitality Performance Leaders Pty Ltd t/a Nu Force Security Group will comply with all obligations arising under this POC.

Signature of Authorized Officer:

Name: Personal Information

Title: DIRECTOR

Date: 4/5/20

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From: Greg Watson
Sent: Wed, 8 Jul 2020 19:14:28 +1000
To: PPO (DJPR)
Subject: NOI Signal88
Attachments: Security-Services-SPC-Form-of-Notice-of-Intent (1)_0 Wilson Signal88.docx, NOI-Signal88.pdf, Signal88 Labour Hire Organisation Licence Certificate - VICLHL01234.pdf, Signal 88 Security Australasia Pty Ltd Broadform Liability Insurance Certificate of Currency Exp 26.08.20.pdf, Signal 88 ML Exp 300322.pdf, RE: OFFICIAL: RE: Notice of Intent The Security hub - , Signal88 WorkCover Insurance Certificate of Currency 30JUN20.pdf, 14994500 WorkCover Insurance Certificate of Currency 30 Jun 2020.pdf, S88 POC DOCS.PDF

Hi PPO

I am endeavouring to tidy up the registration of some contractors which have been through our internal Subcontractor management process, however haven't completed the formal approval process. Signal88 was used 2 - 19 April only and have not been used since although they are a subcontractor for our Mobile patrols business for DET . As they are already registered with SPC via the DET POC, I assumed they had been through the process already. However when I notified Personal Inform at SPC she requested I submit another Notice of Intent to DJPR. I have attached the original NOI from DET and the email to Personal In for reference.

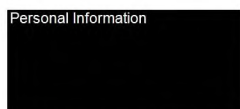
If you are able to sign and return the Notice of Intent it would be greatly appreciated.

Regards Greg

Greg Watson
 n
 General Manager Regional Operations



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Notice of Intent

This form is for use by a Service Provider to request approval from the Purchaser to engage a Subcontractor, and for the Purchaser to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (POC) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (SPC Agreement).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

Information	To be completed by Service Provider
Purchaser: POC Contract Manager (clause 5.1(1)):	Department Jobs, Precincts and Regions PPO [Redacted] Principal Policy Officer, Inclusion Mob: Personal Information [Redacted] Email: Personal Information [Redacted]@ecodev.vic.gov.au
Service Provider details Name: Address: Phone number: Email:	Wilson Security Greg Watson Level 3, 6 English St, Essendon Fields Personal Information [Redacted] Personal Information [Redacted]@wilsonsecurity.com.au
Proposed Subcontractor's details Name: Address: Phone number: Email: ABN/ ACN:	Signal88 Security Australasia Pty Ltd Personal Information [Redacted] 13a Arundel Street, Cranbourne, VIC 3977 Personal Information [Redacted] Personal Inf [Redacted]@signal88.com.au 83 605 054 359 / 605 054 359
Relevant purpose for engaging Subcontractor – please specify a purpose under clause 6(4) of POC	Short term surge requirement with rapid deployment and delivery of non-standard services
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	Due the volume of personnel required in a very short start up time
Duration of the proposed engagement	30/03/20 – 30/06/20

Please detail the Subcontractor's capabilities in performing similar Security Services	Experienced in major events and general guarding services based on customer service
Please detail the Subcontractor's financial standing	Credit check revealed all clear

Please confirm the following documents are attached (clause 6(2))

Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Please specify (if any):</i>
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Please specify (if any):</i>

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Date: 22/06/20

Personal Information

Greg Watson, General Manager Regional Operations

(Name, Title)

Note: if the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

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FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
Reasons (Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)	
Conditions (Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	
Restrictions (Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	

Signed by:

 (Signature)

Date:

 (Name, Title)

Email:

Telephone:

Notice of Intent

This form is for use by a Service Provider to request approval from the Purchaser to engage a Subcontractor, and for the Purchaser to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (POC) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (SPC Agreement).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

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Information	To be completed by Service Provider
Purchaser: POC Contract Manager (clause 5.1(1)):	Department of Education-Security and Emergency Management Division
Service Provider details Name: Address: Phone number: Email:	Wilson Security Pty Ltd Level 3, 6 English Street, Essendon Fields, 3041 Personal Information Personal I @wilsonsecurity.com.au
Proposed Subcontractor's details Name: Address: Phone number: Email: ABN/ ACN:	SIGNAL 88 SECURITY AUSTRALASIA PTY LTD 13A ARUNDEL STREET, CRANBOURNE, 3977 Personal Information Personal I @signal88.com 83605054359
Relevant purpose for engaging Subcontractor - please specify a purpose under clause 6(4) of POC	The Service provider does not have the capability to provide the security services required and those security services are outside what is a standard service.
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	Wilson Security requires additional capacity to service areas that are covered by this subcontractor to meet contractual requirements.
Duration of the proposed engagement	As per contract tenure.
Please detail the Subcontractor's capabilities in performing similar Security Services	Wilson Security does not have resources to cover all schools with in-house capability.
Please detail the Subcontractor's financial standing	Wilson Security conducts periodical credit checks on all Subcontractor as well as receive alerts to any business changes through ASIC.

Please confirm the following documents are kept on file by the Service Provider for the duration on the contract term (clause 6(2))

Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Personal Information

Date: 12th February 2020

(Signature)

Personal Information

National Patrols Operations Manager

(Name, Title)

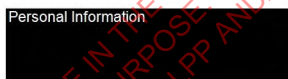
Note: if the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
Reasons (Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)	Alarm response services are required for schools across the State. The Subcontractor is approved to provide services in Regional Victoria to ensure that all schools are serviced equally across the State and within the required response times.
Conditions (Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	The Subcontractor complies with all of the terms of the Purchase Order Contract.(POC) All subcontractor documentation required by the POC is held on file by the Service Provider for audit purposes.
Restrictions (Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	Subcontractor cannot further subcontract any services under the POC.

Signed by:

 Personal Information
 

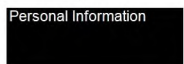
Date: 13.2.20

(Signature)

 Personal Information
 

Manager Security Unit

 Email: @education.vic.gov.au

 Telephone: 



LICENCE TO PROVIDE LABOUR HIRE SERVICES

Date: **24/10/2019**

Licence number: Personal Information

Pursuant to section 24(1) of the *Labour Hire Licensing Act 2018 (Act)* **SIGNAL88 SECURITY AUSTRALASIA PTY LTD, ABN: 83 605 054 359 / ACN: 605 054 359** trading as **Signal88 Security Australasia Pty Ltd** (Licence Holder) is authorised to provide labour hire services subject to the licence conditions set out in the Act.

Licence period

This licence comes into force on **24 October 2019** and expires on **24 October 2022** unless renewed, varied, suspended or cancelled by the Labour Hire Licensing Authority in accordance with the Act.

Conditions

The Labour Hire Licensing Authority has not imposed any licence conditions pursuant to section 33 of the Act

Licence is not transferrable

This licence is not transferrable.

Personal Information

Labour Hire Licensing Commissioner
Labour Hire Licensing Authority

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Coversure Pty Ltd
 ACN 134 635 180 ABN 84 413 814 665 AFSL 407505
 Suite 501, Level 5, 1 Chandos Street
 P.O. Box 108
 St Leonards NSW 1590
 Personal Information
 Web: www.coversure.com.au

CERTIFICATE OF CURRENCY

Certificate Number: Personal Information

Certificate Wording/s: Coversure Security Industry Insurance Wording

Insurer: Certain Underwriters at Lloyd's

Insured: Signal88 Security Australaisa Pty Ltd

Premises: at and from 13A Arundel Street, Cranbourne VIC 3977

Business Occupation: Principally Licenced Security Operator Performing Installation of Security Systems, Responding to Alarms, Static Guarding & Mobile Patrols

Interested Parties:

Geographical/Territorial Limits: Refer to details

Period of Insurance: From: 26/08/2019 To: 26/08/2020 at 4.00pm

Limits of Liability:

Items	Limit (\$)
Section 1 - Liability	
Public Liability any one Occurrence	\$10,000,000
Products Liability in the Aggregate	\$10,000,000
Goods in Care, Custody & Control	\$100,000
Loss of Keys	\$100,000
Errors & Omissions	\$5,000,000
Retroactive Date 26/08/2016 excluding all known claims or incidents	
Use of firearms	No
Use of dogs	No
Crowd Control	No
Section 2 - Cash in Transit	
Maximum Carry Limit	\$0
Section 3 - Cash in Safe	
Maximum Safe Limit	\$0
Section 4 - Criminal Defence Costs	
Criminal Defence Costs	\$50,000
Retroactive Date 26/08/2016 excluding all known claims or incidents	

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.....

Section 5 - Statutory Liability	
Statutory Liability	\$1,000,000
Retroactive Date 26/08/2016 excluding all known claims or incidents	
Section 6 - Professional Indemnity	
Professional Indemnity	\$5,000,000
Retroactive Date 26/08/2017 excluding all known claims or incidents	

Date of Issue: 29 July 2019

Signed

Personal Information



For and on behalf of Certain Underwriters at Lloyds

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.....

PRIVATE SECURITY BUSINESS LICENCE

*This is to certify that pursuant to the
Private Security Act 2004*

*Signal88 Security Australasia
Pty Ltd*

*Is the holder of a
Private Security Business Licence with the
authority to provide the services of*

*Crowd Controller
Security Guard
Unarmed Guard*

Licence Number: Personal Information

Expiry Date: 30 March 2022

Authorised By: Personal Information

Superintendent / Divisional Commander

Issued at Melbourne on 28 March 2019

LICENSING & REGULATION DIVISION

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From: [Personal Information] (DTF)
Sent: Wed, 20 May 2020 09:33:45 +1000
To: Greg Watson
Subject: RE: OFFICIAL: RE: Notice of Intent The Security hub -

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

Hi Greg,

Could you please send these to me as well. I need a full record of all subcontractors engaged for the hotel quarantine engagement.

Thanks

Kind regards,

[Personal Information] | Category Manager
 Strategic Sourcing
 Department of Treasury and Finance | Level 6, 1 Macarthur street, Melbourne, 3002
 [Personal Information] @dtf.vic.gov.au | W www.dtf.vic.gov.au



Treasury
and Finance

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OFFICIAL

From: Greg Watson [Personal Information] @wilsonsecurity.com.au>
Sent: Wednesday, 20 May 2020 9:25 AM
To: [Personal Information] (DTF) [Personal Information] @dtf.vic.gov.au>
Subject: RE: OFFICIAL: RE: Notice of Intent The Security hub -

Hi [Personal Information]

I have sent through details for 4 subcontractors and there was a 5th company called Signal88 who is already registered for DET and the Notices of Intent and Engagement have been completed previously. I am advised copies were lodged with SPC, however pls let me know if you need them.

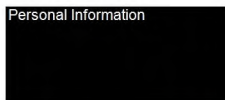
Regards Greg

Greg Watson
n

General Manager Regional Operations



Level 3, 6 English Street
Essendon Victoria 3040
Australia



Personal Information
@wilsonsecurity.com.au
www.wilsonsecurity.com.au



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From: Personal Information (DTF) [redacted]@dtf.vic.gov.au
Sent: Wednesday, 20 May 2020 9:16 AM
To: Greg Watson [redacted]@wilsonsecurity.com.au
Subject: OFFICIAL: RE: Notice of Intent The Security hub -

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

Thanks Greg,

Are there 4 subcontractor organisations in total?

Kind regards,

Personal Information | Category Manager
Strategic Sourcing
Department of Treasury and Finance | Level 6, 1 Macarthur street, Melbourne, 3002
Personal Information @dtf.vic.gov.au | W www.dtf.vic.gov.au



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OFFICIAL

From: Greg Watson [redacted]@wilsonsecurity.com.au
Sent: Monday, 18 May 2020 8:59 AM

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To: [Personal Information] (DTF) [Personal Information] @dtf.vic.gov.au>

Subject: FW: Notice of Intent The Security hub -

Hi [Personal Inform]

Wilson Security seeks to gain SPC approval for use of subcontractors on recent COVID-19 Hotel quarantine work. Pls see attached Notice of Intent and supporting documents for The Security Hub Pty Ltd:

1. Notice of Intent signed by POC holder
2. Notice of Engagement
3. Service Agreement
4. TSH Master Licence
5. TSH Labour Hire Agreement
6. Public Liability Insurance certificate of currency
7. Workcover certificate of currency
8. Acknowledgement Form
9. Statement of Compliance

I trust this meets with your approval and signed documents can be returned at your convenience.

Regards Greg

Greg Watso

n
General Manager Regional Operation
s



Wilson Security

Level 3, 6 E
nglish Street
Essend V 3
on Fiel l 0
ds C 4
1
Australia

[Personal Information]

[Personal Information]@wilsonsec
urity.com.au
www.wilsonsecurity.com
.au



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OHSAS 18001
SAI GLOBAL



Environment
ISO 14001
SAI GLOBAL



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CERTIFICATE OF CURRENCY



Authorised Agent of the Victorian WorkCover Authority

1. STATEMENT OF COVERAGE

This employer is registered for WorkCover Insurance to cover its liabilities under the *Workplace Injury Rehabilitation and Compensation Act 2013* (and amendments).

This Certificate is valid from:

01/07/2019

to:

30/06/2020

The information provided in this Certificate of Currency is correct at:

28/06/2019

2. EMPLOYER'S INFORMATION

WorkCover Employer Number:

Personal Information

Legal Name:

SIGNAL88 SECURITY AUSTRALASIA P/L

Trading Name:

ABN:

83 605 054 359

ACN/ARBN:

605 054 359

Personal Information

Premium Services Manager

Allianz Australia Workers' Compensation (Victoria) Limited

For and on behalf of WorkSafe Victoria

ACN 059 835 791

GPO Box 80 Melbourne VIC 3001

Premium Enquiries:

Personal Information

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CERTIFICATE OF CURRENCY



Authorised Agent of the Victorian WorkCover Authority

1. STATEMENT OF COVERAGE

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This Certificate is valid from:

01/07/2020

to:

30/06/2021

The information provided in this Certificate of Currency is correct at:

30/06/2020

2. EMPLOYER'S INFORMATION

WorkCover Employer Number:

Personal Information

Legal Name:

SIGNAL88 SECURITY AUSTRALASIA P/L

Trading Name:

ABN:

83 605 054 359

ACN/ARBN:

605 054 359

Personal Information

Premium Services Manager

Allianz Australia Workers' Compensation (Victoria) Limited

For and on behalf of WorkSafe Victoria

ACN 059 835 791

GPO Box 80 Melbourne VIC 3001

Premium Enquiries:

Personal Information

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6 English Street
Essendon Fields VIC 3041 Australia
T +61 3 9936 3400
contact@wilsonsecurity.com.au
wilsonsecurity.com.au

ACKNOWLEDGEMENT FORM

Purchase Order Contract for the Provision of Security Services

The State of Victoria and Wilson Security Pty Ltd

Company Name:	Signal88 Security Australasia Pty Ltd
ABN:	83 605 054 359
Address:	13a Arundel Street, Cranbourne, VIC 3977

We acknowledge that we understand the terms and conditions of the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

We provide our undertaking that Signal88 Security Australasia Pty Ltd will comply with all obligations arising under this POC.

Signature of Authorized Officer: [Redacted] Personal Information

Name: [Redacted] Personal Information

Title: National Business Development Manager

Date: 5 April 2020

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STATEMENT OF COMPLIANCE

Purchase Order Contract for the Provision of Security Services

The State of Victoria and Wilson Security Pty Ltd

Company Name:	Signal88 Security Australasia Pty Ltd
ABN:	83 605 054 359
Address:	13a Arundel Street, Cranbourne, VIC 3977

This statement of compliance is made to verify that Signal88 Security Australasia Pty Ltd complies with all rights and obligations, including audit requirements under the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

Personal Information

Signature of Authorized Officer:

Personal Information

Name: Personal Information

Title: National Business Development Manager

Date: 5 April 2020

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From: Greg Watson
Sent: Wed, 8 Jul 2020 19:16:04 +1000
To: PPO (DJPR)
Subject: Notice of Intent - Nexar Group
Attachments: Security-Services-SPC-Form-of-Notice-of-Intent (1)_0 Wilson Nexar.docx, VIC Security Licence - Guarding (Certificate).pdf, VIC Security Licence - Advisory (Certificate).pdf, Labour Hire Organisation Licence Certificate - VICLHL03024.pdf, NG Insurance Certificate March 2020.pdf, NEXAR GROUP PL 2021.pdf, Acknowledgement Forms.pdf, Service Agreement Nexar Group Wilson Security signed NOI.PDF, Service Agreement Nexar Group Wilson Security signed NOI.PDF

Hi PPO

When we are awarded the Mercure welcome and Pullman Hotels we deployed some new providers who has provided realisable service in other areas of our business outside government, and dropped off two of our original providers.

Nexar Group was a very good provider at the Pullman and we received favourable feedback on their performance, however it was remiss of me to not submit the Notice of Intent even though they had been through our internal vetting process and were compliant with our Subcontractor management policy.

Attached is all the relevant documentation and if you are able to sign and return the Notice of Intent that would be appreciated.

Regards Greg

Greg Watson
 n
 General Manager Regional Operations



Level 3, 6 E
 nglish Street
 Essend V 3
 on Fiel l 0
 ds C 4
 1
 Australia

Personal Information

Personal Information

@wilsonsec
 ury.com.au
 www.wilsonsecurity.com.au



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Notice of Intent

This form is for use by a Service Provider to request approval from the Purchaser to engage a Subcontractor, and for the Purchaser to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (POC) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (SPC Agreement).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

Information	To be completed by Service Provider
Purchaser: POC Contract Manager (clause 5.1(1)):	Department Jobs, Precincts and Regions PPO [REDACTED] - Principal Policy Officer, Inclusion Mob: [REDACTED] Personal Information Email: [REDACTED] Personal Information @ecodev.vic.gov.au
Service Provider details Name: Address: Phone number: Email:	Wilson Security Greg Watson Level 3, 6 English St, Essendon Fields [REDACTED] Personal Information [REDACTED] Personal Information @wilsonsecurity.com.au
Proposed Subcontractor's details Name: Address: Phone number: Email: ABN/ ACN:	Nexar Group Pty Ltd [REDACTED] Personal Information Suite 310, 566 St Kilda Road, Melbourne, VIC 3004 [REDACTED] Personal Information [REDACTED] Personal Information @nexargrooup.com.au 98 615 511 969 / 615 511 969
Relevant purpose for engaging Subcontractor – please specify a purpose under clause 6(4) of POC	Short term surge requirement with rapid deployment and delivery of non-standard services
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	Due the volume of personnel required in a very short start up time
Duration of the proposed engagement	30/03/20 – 507/20

Please detail the Subcontractor's capabilities in performing similar Security Services	Experienced in major events and general guarding services based on customer service
Please detail the Subcontractor's financial standing	Credit check revealed all clear

Please confirm the following documents are attached (clause 6(2))

Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Please specify (if any):</i>
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Please specify (if any):</i>

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Date: 5/06/20

Personal Information

Greg Watson, General Manager Regional Operations

(Name, Title)

Note: if the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

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FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
Reasons (Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)	
Conditions (Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	
Restrictions (Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	

Signed by:

 (Signature)

Date:

 (Name, Title)

Email:

Telephone:

PRIVATE SECURITY BUSINESS LICENCE

*This is to certify that pursuant to the
Private Security Act 2004*

Nexar Group Pty Ltd

*Is the holder of a
Private Security Business Licence with the
authority to provide the services of*

*Crowd Controller
Investigator
Security Guard
Unarmed Guard*

Licence Number:

Personal Information

Expiry Date: 30 August 2020

Personal Information

Authorised By:

Superintendent / Divisional Commander

Issued at Melbourne on 16 September 2019

LICENSING & REGULATION DIVISION

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DJPR RESERVES ALL RIGHTS TO ALL LPP AND/OR PRIVACY CLINIS

LICENSING & REGULATION DIVISION

**PRIVATE SECURITY
BUSINESS REGISTRATION**

This is to certify that pursuant to the
Private Security Act 2004

Nexar Group Pty Ltd

Is the holder of a

Private Security Business Registration with the
authority to provide the services of

Security Adviser

Security Equipment Installer

Registration Number:

Personal Information

Expiry Date: 30 August 2022

Authorised By:

Personal Information

Superintendent / Divisional Commander

Issued at Melbourne on 16 September 2019

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LICENCE TO PROVIDE LABOUR HIRE SERVICES

Licence number:

Personal Information

Pursuant to section 24 of the *Labour Hire Licensing Act 2018* (Act) **NEXAR GROUP PTY LTD, ABN: 98 615 511 969 / ACN: 615 511 969** trading as **Nexar Group Pty Ltd** (Licence Holder) is authorised to provide labour hire services subject to compliance with the Act and regulations made under the Act.

Licence period

This licence comes into force on **11 May 2020** and expires on **11 May 2023** unless the licence is cancelled or otherwise ceases to be in force.

Conditions

The Act imposes licence conditions that must be complied with. Failure to comply with licence conditions, the Act or the regulations, may result in the licence being suspended or cancelled as well as civil penalties being imposed.

Conditions imposed by the Authority

Nil

Licence is not transferrable

This licence is not transferrable.

Personal Information

Labour Hire Licensing Commissioner



Coversure Pty Ltd
 ACN 134 635 180 ABN 84 413 814 665 AFSL 407505
 Suite 501, Level 5, 1 Chandos Street
 P.O. Box 108
 St Leonards NSW 1590
 Personal Information
 Web: www.coversure.com.au

Certificate of Insurance - Schedule Security Industry

This Schedule attaches to and forms part of the Certificate of Insurance.

Certificate Number: Personal Information
 Certificate Wording/s: Coversure Security Industry Insurance Wording
 Insurer: Certain Underwriters at Lloyd's
 Insured: Nexar Group Pty Ltd
 Premises: at and from 63-85 Turner Street, Port Melbourne VIC 3207
 Business Occupation: Principally Licenced Security Operator Performing Static Guarding & Crowd Control
 Interested Parties:
 Geographical/Territorial Limits: Refer to details
 Period of Insurance: From: 2/12/2019 To: 2/12/2020 at 4.00pm
 Certificate Alteration: Effective from 23/03/2020
 Certificate Alteration: Herewith Endorsement to increase the limit of indemnity to \$20M wef 23/03/2020
 Limits of Liability:

Items	Limit (\$)
Section 1 - Liability	
Public Liability any one Occurrence	\$20,000,000
Products Liability in the Aggregate	\$20,000,000
Goods in Care, Custody & Control	\$100,000
Loss of Keys	\$100,000
Errors & Omissions	\$1,000,000
Retroactive Date 2/12/2019 excluding all known claims or incidents	
Use of firearms	No
Use of dogs	No
Crowd Control	Yes
Section 2 - Cash in Transit	
Maximum Carry Limit	\$0
Section 3 - Cash in Safe	
Maximum Safe Limit	\$0
Section 4 - Criminal Defence Costs	
Criminal Defence Costs	\$0
Retroactive Date excluding all known claims or incidents	
Section 5 - Statutory Liability	
Statutory Liability	\$0
Retroactive Date excluding all known claims or incidents	
Section 6 - Professional Indemnity	
Professional Indemnity	\$0
Retroactive Date excluding all known claims or incidents	

Excess for each and every claim:

Standard \$ 2,500
Crowd Control \$ 5,000
Worker to Worker \$ 25,000
\$
\$

Premium	FSL	GST	Stamp Duty	Total
\$ 250.00	\$ 0.00	\$ 25.00	\$ 27.50	\$ 302.50

Signed on 25 March 2020

Personal Information



For and on behalf of Certain Underwriters at Lloyds

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Certificate Endorsements and Further Conditions:

BINDING AUTHORITY

This policy is underwritten by Certain Underwriters at Lloyd's effected by Coversure pursuant to binding authority agreement:

Personal Information
[Redacted]

CREDIT TERMS

Strictly 30 days from date of invoice.

CANCELLATION

You have the right to cancel this Certificate of Insurance from the date upon which we receive a written request to cancel the Certificate of Insurance, provided that any such cancellation is subject to the following terms:

Subject to a minimum premium of \$1,000 we will be entitled to retain premium for the pro-rata "time on risk" period, we will also charge an administration charge calculated at 15% of the pro-rata return premium.

(Note: Stamp duty for mid-term cancellation is not refundable in some states)

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The following Certificate of Insurance sections apply, subject to the terms and conditions of the Coversure Security Industry Insurance Certificate, but only if an indemnity limit is stated in the Certificate of Insurance:

GEOGRAPHICAL / TERRITORIAL LIMITS

Where a section is shown as covered in your Certificate of Insurance Schedule, the following Geographical / Territorial Limits apply:

Section 1 - Public and Products Liability

Geographical Limits: Worldwide, excluding North America (except as provided for in provisos 11.12.5 and 11.12.6 in Your Certificate of Insurance)

Section 4 - Criminal Defence Costs

Territorial Limits: Anywhere in Australia and/or New Zealand

Section 5 - Statutory Liability

Territorial Limits: Anywhere in Australia and/or New Zealand

Section 6 - Professional Indemnity

Territorial Limits: Worldwide, excluding North America

NB The expression "North America" is defined in Definition 11.18 in the Certificate of Insurance

WORKER TO WORKER DEDUCTIBLE - \$25,000

You shall bear the deductible shown above for the activity indicated in respect of any one Occurrence (inclusive of Defence Costs and other costs and expenses) in respect of liability arising out of Personal Injury to Workers while such Workers are acting in such capacity. For the purpose of this provision the term "workers" shall mean any person who is engaged in working on the same site as You in, on about or adjacent to any work site or job site at which You are undertaking work, or any contractor or subcontractor of Yours or employee of any contractor or subcontractor of yours, or any labour hire personnel whilst such contractor or subcontractor, employee of any contractor or subcontractor, labour hire personnel is working in such capacity.

ASSAULT &/OR BATTERY OCCURRENCE EXCESS

It is hereby declared and agreed that the Excess for any Claim(s) for Bodily Injury or Property Damage arising directly or indirectly from or in connection with any actual or alleged assault and/or battery will be \$10,000 unless the Insured provides electronic video evidence of the Occurrence from either

1. body camera or
2. CCTV.

Then the Excess will be the crowd control Excess/s noted within the Schedule.

Personal Information
[Redacted]

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This endorsement forms part of the policy and should be attached thereto.

EXCLUDED ACTIVITIES AND/OR PRODUCTS

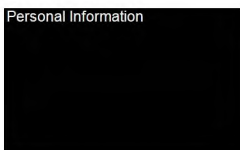
This Certificate of Insurance does not cover liability in respect of Personal Injury or Property Damage arising directly to, indirectly out of, or caused by, or in connection with the following:

Activities: Crowd Control activities at Nightclubs unless referred to Underwriter

POLICY WORDING

Security Industry Cert of Ins. V3.4 Issued 1st November 2018
(Version V3.3 updates address only)

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Personal Information






Coversure Pty Ltd
 ACN 134 635 180 ABN 84 413 814 665 AFSL 407505
 Suite 501, Level 5, 1 Chandos Street
 P.O. Box 108
 St Leonards NSW 1590

Personal Information

Web: www.coversure.com.au

CERTIFICATE OF CURRENCY

Certificate Number: Personal Information

Certificate Wording/s: Coversure Security Industry Insurance Wording

Insurer: Certain Underwriters at Lloyd's

Insured: Nexar Group Pty Ltd

Premises: at and from 63-85 Turner Street, Port Melbourne VIC 3207

Business Occupation: Principally Licenced Security Operator Performing Static Guarding & Crowd Control

Interested Parties:

Geographical/Territorial Limits: Refer to details

Period of Insurance: From: 2/12/2019 To: 2/12/2020 at 4.00pm

Certificate Alteration: Effective from 23/03/2020

Certificate Alteration: Herewith Endorsement to increase the limit of indemnity to \$20M wef 23/03/2020

Limits of Liability:

Items	Limit (\$)
Section 1 - Liability	
Public Liability any one Occurrence	\$20,000,000
Products Liability in the Aggregate	\$20,000,000
Goods in Care, Custody & Control	\$100,000
Loss of Keys	\$100,000
Errors & Omissions	\$1,000,000
Retroactive Date 2/12/2019 excluding all known claims or incidents	
Use of firearms	No
Use of dogs	No
Crowd Control	Yes
Section 2 - Cash in Transit	
Maximum Carry Limit	\$0
Section 3 - Cash in Safe	
Maximum Safe Limit	\$0
Section 4 - Criminal Defence Costs	
Criminal Defence Costs	\$0
Retroactive Date excluding all known claims or incidents	

Section 5 - Statutory Liability	
Statutory Liability	\$0
Retroactive Date excluding all known claims or incidents	
Section 6 - Professional Indemnity	
Professional Indemnity	\$0
Retroactive Date excluding all known claims or incidents	

Date of Issue: 25 March 2020

Signed

Personal Information


For and on behalf of Certain Underwriters at Lloyds

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CERTIFICATE OF CURRENCY



Authorised Agent of the Victorian WorkCover Authority

1. STATEMENT OF COVERAGE

This employer is registered for WorkCover Insurance to cover its liabilities under the *Workplace Injury Rehabilitation and Compensation Act 2013* (and amendments).

This Certificate is valid from:

01/07/2020

to:

30/06/2021

The information provided in this Certificate of Currency is correct at:

05/06/2020

2. EMPLOYER'S INFORMATION

WorkCover Employer Number:

Personal Information

Legal Name:

NEXAR GROUP P/L

Trading Name:

ABN:

98 615 511 969

ACN/ARBN:

615 511 969

Personal Information

Premium Services Manager

Allianz Australia Workers' Compensation (Victoria) Limited

For and on behalf of WorkSafe Victoria

ACN 059 835 791

GPO Box 80 Melbourne VIC 3001

Premium Enquiries:

Personal Information

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6 English Street
 Essendon Fields VIC 3041 Australia
 Personal Information
 contact@wilsonsecurity.com.au
 wilsonsecurity.com.au

ACKNOWLEDGEMENT FORM

Purchase Order Contract for the Provision of Security Services

The State of Victoria and Wilson Security Pty Ltd

Company Name:	Nexar Group
ABN:	98 615 511 969
Address:	Suite 310, 566 St Kilda Road, Melbourne, VIC 3004

We acknowledge that we understand the terms and conditions of the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

We provide our undertaking that Nexar Group will comply with all obligations arising under this POC.

Signature of Authorized Officer: Personal Information

Name: Personal Information

Title: Managing Director

Date: 30/05/20

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Essendon Fields VIC 3041 Australia
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wilsonsecurity.com.au

STATEMENT OF COMPLIANCE

Purchase Order Contract for the Provision of Security Services

The State of Victoria and Wilson Security Pty Ltd

Company Name:	Nexar Group
ABN:	98 615 511 969
Address:	Suite 310, 566 St Kilda Road, Melbourne, VIC 3004

This statement of compliance is made to verify that Nexar Group complies with all rights and obligations, including audit requirements under the POC issued by the State of Victoria for the provision of security services for a Hotel designated for quarantine purposes under the Public Health and Wellbeing Act.

Signature of Authorized Officer:

Name: Personal Information

Title: Managing Director

Date: 30/05/20

Personal Information

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PROVISION OF SERVICES AGREEMENT

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 Contractor 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.

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PROVISION OF SERVICES AGREEMENT

- (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 Contractor 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 in 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)

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PROVISION OF SERVICES AGREEMENT

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.

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PROVISION OF SERVICES AGREEMENT

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) anything 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

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PROVISION OF SERVICES AGREEMENT

- 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.

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SA-WS-01-0819	Filing Location: Contractor files	Min Retention Period: Contract Period + 7 years	Destruction: Shred	5 of 10
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PROVISION OF SERVICES AGREEMENT

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.

Commercial in Confidence

SA-WS-01-0819	Filing Location: Contractor files	Min Retention Period: Contract Period + 7 years	Destruction: Shred	6 of 10
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PROVISION OF SERVICES AGREEMENT

Executed as an agreement:

Signed for **Nexar Group Pty Ltd**
by its authorised representative:

Personal Information
[Redacted]

Signature

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

Personal Information
[Redacted]

Signature

Personal Information
[Redacted]

Greg Watson

Managing Director

Personal Information
[Redacted]

General Manager Regional Operations

Witness signature

Personal Information
[Redacted]

Witness signature

Witness name

Personal Information
[Redacted]

Date 26/02/20

Date 1/03/20

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SA-WS-01-0819	Filing Location: Contractor files	Min Retention Period: Contract Period + 7 years	Destruction: Shred	7 of 10
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PROVISION OF SERVICES AGREEMENT

Schedule 1 - Contract Details

Item 1	Parties	<p>Wilson: Wilson Security Pty Ltd ABN 90 127 406 295 of Level 3, 6 English Street, Essendon Fields, Victoria, 3041</p> <p>Contractor: Nexar Group Pty Ltd</p> <p>Business Name: Nexar Group Pty Ltd</p> <p>ABN: 98 615 511 969</p> <p>Director #1: Personal Information</p> <p>Director #2: N/A</p> <p>Company Secretary: Personal Information</p> <p>Registered Address: MP Tax & Business Solutions 38 G, 277 Heaths Road, Werribee VIC 3030</p> <p>Operational Base Address: Suite 310, 566 St Kilda Road, Melbourne, VIC 3004</p>
Item 2	Start Date: (clause 1(a))	1 March 2020
	End Date: (clause 1(a))	1 March 2021
Item 3	Uniforms, equipment and other property: (clause 2.2)	<p>Unless otherwise instructed by Wilson, while performing the Services, the Contractor's Personnel will wear Wilson uniform if supplied or Black-Tie suits or black pants with white shirt with Wilson Security hi vis vests as a uniform. The cost of the hi vis vests will be borne by Wilson Security.</p> <p>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</p>
Item 4	Fees: (clause 3(a)) (all Fees to be shown excluding GST)	<p>Refer to the rate card below</p> <p>Charge rates will increase on the 1st July each year in line with Fairwork.</p>
Item 5	Insurances: (clause 6(c))	<ul style="list-style-type: none"> (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 \$10mil; (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.

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PROVISION OF SERVICES AGREEMENT

Item 6	State	VIC
Item 7	Notices (clause 13(f))	If to Wilson: Address: Level 3, 6 English Street, Essendon Fields, Victoria, 3041. Attention: Greg Watson – General Manager Regional Operations Email: [Personal Information]@wilsonsecurity.com.au
		If to the Contractor: Address: Suite 310, 566 St Kilda Road, Melbourne, VIC 3004 Attention: [Personal Information] Email: [Personal Information]@nexargroup.com.au
		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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PROVISION OF SERVICES AGREEMENT

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,

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PROVISION OF SERVICES AGREEMENT

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 Contractor 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.

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PROVISION OF SERVICES AGREEMENT

- (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 Contractor 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)

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PROVISION OF SERVICES AGREEMENT

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.

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PROVISION OF SERVICES AGREEMENT

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) anything 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

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PROVISION OF SERVICES AGREEMENT

- 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.

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PROVISION OF SERVICES AGREEMENT

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.

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PROVISION OF SERVICES AGREEMENT

Executed as an agreement:

Signed for Nexar Group Pty Ltd
by its authorised representative:

Personal Information
[Redacted]

Signature

Signed for Wilson Security Pty Ltd
by its authorised representative:

Personal Information
[Redacted]

Signature

Personal Information
[Redacted]

Greg Watson

Managing Director

Personal Information
[Redacted]

General Manager Regional Operations

Witness signature

Personal Information
[Redacted]

Witness signature

Witness name

Personal Information
[Redacted]

Date 26/02/20

Date 1/03/20

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PROVISION OF SERVICES AGREEMENT

Schedule 1 - Contract Details

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Item 2	Start Date: (clause 1(a))	1 March 2020
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PROVISION OF SERVICES AGREEMENT

Item 6	State	VIC
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PROVISION OF SERVICES AGREEMENT

Schedule 2 - Services

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- (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,

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Commercial in Confidence

From: PPO (DJPR)
Sent: Wed, 15 Jul 2020 10:38:15 +1000
To: Personal Information (DJPR); David Clements (DJPR)
Subject: Privilege

Personal Information

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Inform @ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



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From: Personal Information (DJPR) <Personal Information @ecodev.vic.gov.au>
Sent: PPO Wednesday, 15 July 2020 10:33 AM
To: Personal Information (DJPR) Personal Information @ecodev.vic.gov.au; David Clements (DJPR) Personal Information @ecodev.vic.gov.au
Subject: Privilege

Privilege

[Large black redaction block covering the main body of the email]

Personal Information

Principal Solicitor | Legal and Legislation, Corporate Services
Department of Jobs, Precincts and Regions
Level 8, 1 Spring Street, Melbourne, Victoria Australia 3000

T: Personal Information E: Personal Information @ecodev.vic.gov.au

Australian Temperatures 1901-2018



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From: PPO (DJPR)
Sent: Mon, 20 Jul 2020 15:31:21 +1000
To: Personal Information
Subject: RE: NOI Signal88
Attachments: Signal88 NOI - signed.pdf, Nexar NOI - signed.pdf

Thanks Personal – Please find attached signed NOIs for both Signal88 and Nexar.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Informa @ecodev.vic.gov.au

djpr.vic.gov.au

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From: Personal Information @wilsonsecurity.com.au
Sent: Monday, 20 July 2020 1:10 PM
To: PPO (DJPR) Personal Informa @ecodev.vic.gov.au
Subject: RE: NOI Signal88

Hi PPO

I must have forgotten to attach previously.

Regards Personal Inform

Personal Information

General Manager Regional Operations



Level 3, 6 E
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Australia

Personal Information

Personal Information @wilsonsec
urity.com.au
www.wilsonsecurity.com.au



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From: PPO (DJPR) Personal Information @ecodev.vic.gov.au
Sent: Monday, 20 July 2020 12:53 PM

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To: Personal Information @wilsonsecurity.com.au>
 Subject: RE: NOI Signal88

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

Hi Personal – Apologies for the delay in getting back to you on this.

I am able to sign off on these Notices of Intent pending the provision of a signed Service Agreement for Signal88. All other documentation is fine.

PPO
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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Personal Inform @ecodev.vic.gov.au

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From: Personal Information @wilsonsecurity.com.au>
 Sent: Wednesday, 8 July 2020 7:14 PM
 To: PPO (DJPR) Personal Information @ecodev.vic.gov.au>
 Subject: NOI Signal88

Hi PPO

I am endeavouring to tidy up the registration of some contractors which have been through our internal Subcontractor management process, however haven't completed the formal approval process. Signal88 was used 2 - 19 April only and have not been used since although they are a subcontractor for our Mobile patrols business for DET . As they are already registered with SPC via the DET POC, I assumed they had been through the process already. However when I notified Personal Inf Personal Inf at SPC she requested I submit another Notice of Intent to DJPR. I have attached the original NOI from DET and the email to Personal In for reference.

If you are able to sign and return the Notice of Intent it would be greatly appreciated.

Regards Personal Informati

Personal Information

General Manager Regional Operation
 s

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Level 3, 6 English Street
Essend V 3
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Australia

Personal Information

Personal Information
@wilsonsec
urity.com.au
www.wilsonsecurity.com
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From: Anthony Bandiera
Sent: Thu, 14 May 2020 14:12:51 +1000
To: [Personal Information] (DJPR)
Cc: [Personal Information]
Subject: RE: MSS Security Subcontractors
Attachments: Contractor Compliance.zip

Hi [PPO], as I mentioned in my previous email the majority of the guards and all of the supervisors are MSS direct staff. We are sharing some of the shifts with four of our providers. All rostering, supervision and management is done direct by MSS.

I have attached all compliance documents for the four companies which are;

- Australian Protection Group - APG
- The Security Hub - TSH
- Ultimate Protective Services - UPS
- United Risk Management - URM

If you need anything further please let me know.

Kind Regards

Anthony Bandiera

Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

[Personal Information]

e [Personal Information]

[@msssecurity.com.au](mailto:[Personal Information]@msssecurity.com.au)



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From: [PPO] (DJPR) [Personal Information]@ecodev.vic.gov.au>
Sent: Thursday, 14 May 2020 9:27 AM

To: Anthony Bandiera [Personal Information]@msssecurity.com.au>
Subject: RE: MSS Security Equipment Invoices

Thanks Anthony. Will process these.

On another note, DTF has asked me to follow up on your use of any subcontractors on this project. They have advised that a Notice of Intent should be signed off for each subcontractor, with supporting documentation provided as per Clause 6 of the Purchase Order Contract. Is this a process that you are familiar with? It would be good to get this completed for any subcontractors used.

[Personal Information]

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Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[Personal Information]

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From: Anthony Bandiera [Personal Information]@msssecurity.com.au>

Sent: Wednesday, 13 May 2020 7:09 PM

To: [PPO] (DJPR) [Personal Information]@ecodev.vic.gov.au>

Cc: [Personal Information]@msssecurity.com.au>; [Personal Information]

[Personal Information]@msssecurity.com.au>; [Personal Information]@msssecurity.com.au>

Subject: MSS Security Equipment Invoices

Hi [PPO] sorry for the delay, we have been tracking down some tax invoices from suppliers. Please see invoices for PPE provided (from 6/4 to 1/5) and radios provided for the first quarantine period (6/4 to 25/4) attached for;

- Four Points Sheraton - Docklands
- Travelodge Hotel – Docklands
- Holiday Inn – Melbourne Airport
- Park Royal – Melbourne Airport. Note PPE has mostly been supplied by DHHS at this hotel.

I have attached a zip file with all PPE receipts, and a matching spreadsheet which provides a summary of supply. As you can see we have been struggling to find some items so we purchased from wherever we could, especially in the early days.

If you need any additional information please let me know.

Kind Regards

Anthony Bandiera

Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

Personal Information
[Redacted]

e Personal Information [Redacted] @msssecurity.com.au



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Sent: Thu, 14 May 2020 16:54:11 +1000
To: Anthony Bandiera
Subject: RE: MSS Security Subcontractors

Thanks for these Anthony. There are a few things that we need for each of these subcontractors. They are:

- A completed Notice of Intent Form (see bottom of page at <https://www.buyingfor.vic.gov.au/security-services> for detail)s.
- Acknowledgement from the subcontractor that it will comply with all of the obligations arising under the POC; and
- A statement of compliance from the subcontractor with the POC and all rights and obligations arising under it, including audit requirements.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information @ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



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From: Anthony Bandiera [@msssecurity.com.au](mailto:Personal Information)

Sent: Thursday, 14 May 2020 2:13 PM

To: PPO (DJPR) [@ecodev.vic.gov.au](mailto:Personal Information)

Cc: [@msssecurity.com.au](mailto:Personal Information); [@msssecurity.com.au](mailto:Personal Information)

[@msssecurity.com.au](mailto:Personal Information)

Subject: RE: MSS Security Subcontractors

Hi PPO as I mentioned in my previous email the majority of the guards and all of the supervisors are MSS direct staff. We are sharing some of the shifts with four of our providers. All rostering, supervision and management is done direct by MSS.

I have attached all compliance documents for the four companies which are;

- Australian Protection Group - APG
- The Security Hub - TSH
- Ultimate Protective Services - UPS
- United Risk Management - URM

If you need anything further please let me know.

Kind Regards

Anthony Bandiera

Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

Personal Information

Personal Information

[@msssecurity.com.au](mailto:bandiera@msssecurity.com.au)

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From: PPO (DJPR) <Personal Information@ecodev.vic.gov.au>
Sent: Thursday, 14 May 2020 9:27 AM
To: Anthony Bandiera <Personal Information@msssecurity.com.au>
Subject: RE: MSS Security Equipment Invoices

Thanks Anthony. Will process these.

On another note, DTF has asked me to follow up on your use of any subcontractors on this project. They have advised that a Notice of Intent should be signed off for each subcontractor, with supporting documentation provided as per Clause 6 of the Purchase Order Contract. Is this a process that you are familiar with? It would be good to get this completed for any subcontractors used.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information

[@ecodev.vic.gov.au](mailto:bandiera@msssecurity.com.au)djpr.vic.gov.aujobs.vic.gov.au



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From: Anthony Bandiera <[Personal Information]@msssecurity.com.au>
Sent: Wednesday, 13 May 2020 7:09 PM
To: PPO [Personal Information] (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Cc: [Personal Information] <[Personal Information]@msssecurity.com.au>; [Personal Information] <[Personal Information]@msssecurity.com.au>; [Personal Information] <[Personal Information]@msssecurity.com.au>; [Personal Information] <[Personal Information]@msssecurity.com.au>
Subject: MSS Security Equipment Invoices

Hi PPO, sorry for the delay, we have been tracking down some tax invoices from suppliers. Please see invoices for PPE provided (from 6/4 to 1/5) and radios provided for the first quarantine period (6/4 to 25/4) attached for;

- Four Points Sheraton - Docklands
- Travelodge Hotel – Docklands
- Holiday Inn – Melbourne Airport
- Park Royal – Melbourne Airport. Note PPE has mostly been supplied by DHHS at this hotel.

I have attached a zip file with all PPE receipts, and a matching spreadsheet which provides a summary of supply. As you can see we have been struggling to find some items so we purchased from wherever we could, especially in the early days.

If you need any additional information please let me know.

Kind Regards

Anthony Bandiera

Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

[Personal Information]

[Personal Information]

[\[Personal Information\]@msssecurity.com.au](mailto:[Personal Information]@msssecurity.com.au)



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From: Anthony Bandiera
Sent: Wed, 10 Jun 2020 14:57:51 +1000
To: PPO (DJPR)
Cc: Personal Information
Subject: Sub Contractor forms
Attachments: Security-Services-SPC-Form-of-Notice-of-Intent-APG.docx, Security-Services-SPC-Form-of-Notice-of-Intent-URM.docx, Security-Services-SPC-Form-of-Notice-of-Intent-TSH.docx, Security-Services-SPC-Form-of-Notice-of-Intent-UPS.docx, UPS Compliance with POC (June 2020).pdf, TSH Compliance with POC (June 2020).pdf, URM Compliance with POC (June 2020).pdf, APG Compliance with POC (June 2020).pdf

Hi PPO, sorry for the delay.

Please see the final required agreements and forms from our sub-contractors attached.

If you need anything else please let me know.

Kind Regards,

Anthony Bandiera
 Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207

Personal Information @msssecurity.com.au



From: PPO (DJPR) Personal Information @ecodev.vic.gov.au>
Sent: Tuesday, 9 June 2020 11:53 AM
To: Anthony Bandiera Personal Information @msssecurity.com.au>
Subject: RE: MSS Security invoices second fortnight - Period 11/5/20 to 24/5/20

Thanks Anthony.

Also, are you able to provide a quick update on the final subcontractor forms? DTF is hassling me about them.

PPO
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
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From: Anthony Bandiera [Personal Information] <[redacted]@msssecurity.com.au>
Sent: Tuesday, 9 June 2020 11:19 AM
To: [PPO] [redacted] (DJPR) [Personal Information] <[redacted]@ecodev.vic.gov.au>
Cc: [Personal Information] <[redacted]@msssecurity.com.au>; [Personal Information] <[redacted]@msssecurity.com.au>; [Personal Information] <[redacted]@msssecurity.com.au>
Subject: RE: MSS Security invoices second fortnight - Period 11/5/20 to 24/5/20

Hi [PPO] [redacted] hope you are well. Please see invoices for fourth fortnight period (covering 11/5/2020 through to 24/5/2020) attached for;

- Park Royal – Melbourne Airport
• Four Points Sheraton - Docklands
• Stamford Plaza - Melbourne
• Holiday Inn – Melbourne Airport

I have attached a summary as requested.

Currently we have quarantine passengers at all the above hotels, none are at capacity but are slowly refilling.

If you need any additional information please let me know.

Kind Regards,

Anthony Bandiera
Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207

[Personal Information] <[redacted]@msssecurity.com.au



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Notice of Intent

This form is for use by a Service Provider to request approval from the Purchaser to engage a Subcontractor, and for the Purchaser to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (POC) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (SPC Agreement).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

Information	To be completed by Service Provider
Purchaser:	Department of Jobs, Precincts and Regions
POC Contract Manager (clause 5.1(1)):	PPO [REDACTED]
Service Provider details	MSS Security Pty Ltd
Name:	Gateway Business Park,
Address:	Level 2, 63-79 Paramatta Road. Silverwater NSW 2128.
Phone number:	Personal Information [REDACTED]
Email:	Personal Information [REDACTED]@msssecurity.com.au
Proposed Subcontractor's details	
Name:	Australian Protection Group
Address:	47 Kyle Road, Altona North Vic 3025
Phone number:	Personal Information [REDACTED]
Email:	Person@australianprotectiongroup.com.au
ABN/ ACN:	91 604 221 203
Relevant purpose for engaging Subcontractor – please specify a purpose under clause 6(4) of POC	To assist with surge requirements, some shifts may be offered to
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	MSS will firstly engage direct staff at all hotels, it will seek assistance from its contractors if required for last minute and surge requests.
Duration of the proposed engagement	As required.
Please detail the Subcontractor's capabilities in performing similar Security Services	Contractor has been providing guards to assist MSS for many years for various types of work.

Please detail the Subcontractor's financial standing

Please confirm the following documents are attached (clause 6(2))

Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Personal Information



Date:

(Signature)

Anthony Bandiera, Business Manager Client Services.

(Name, Title)

Note: if the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
Reasons (Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)	
Conditions (Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	
Restrictions (Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	

Signed by:

 (Signature)

Date:

 (Name, Title)

Email:

Telephone:

Notice of Intent

This form is for use by a Service Provider to request approval from the Purchaser to engage a Subcontractor, and for the Purchaser to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (POC) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (SPC Agreement).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

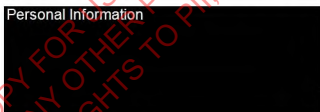
Information	To be completed by Service Provider
Purchaser:	Department of Jobs, Precincts and Regions
POC Contract Manager (clause 5.1(1)):	PPO [REDACTED]
Service Provider details	MSS Security Pty Ltd
Name:	Gateway Business Park,
Address:	Level 2, 63-79 Paramatta Road. Silverwater NSW 2128.
Phone number:	Personal Information [REDACTED]
Email:	Personal Information [REDACTED]@msssecurity.com.au
Proposed Subcontractor's details	
Name:	United Risk Management Pty Ltd
Address:	8 Springbank Street, Tullamarine 3043
Phone number:	Personal Information [REDACTED]
Email:	Personal Information [REDACTED]@urmsecurity.com.au
ABN/ ACN:	82 164 125 115
Relevant purpose for engaging Subcontractor – please specify a purpose under clause 6(4) of POC	To assist with surge requirements, some shifts may be offered to
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	MSS will firstly engage direct staff at all hotels, it will seek assistance from its contractors if required for last minute and surge requests.
Duration of the proposed engagement	As required.
Please detail the Subcontractor's capabilities in performing similar Security Services	Contractor has been providing guards to assist MSS for many years for various types of work.

Please detail the Subcontractor's financial standing	
--	--

Please confirm the following documents are attached (clause 6(2))	
Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Please specify (if any):</i>
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Please specify (if any):</i>

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Personal Information


_____ Date:

(Signature)

Anthony Bandiera, Business Manager Client Services.

(Name, Title)

Note: if the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
<p>Reasons</p> <p>(Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)</p>	
<p>Conditions</p> <p>(Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)</p>	
<p>Restrictions</p> <p>(Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)</p>	

Signed by:

(Signature)

Date:

(Name, Title)

Email:

Telephone:

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Notice of Intent

This form is for use by a Service Provider to request approval from the Purchaser to engage a Subcontractor, and for the Purchaser to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (POC) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (SPC Agreement).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

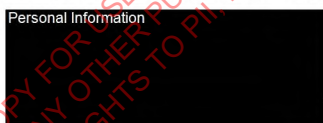
Information	To be completed by Service Provider
Purchaser:	Department of Jobs, Precincts and Regions
POC Contract Manager (clause 5.1(1)):	PPO [REDACTED]
Service Provider details	MSS Security Pty Ltd
Name:	Gateway Business Park,
Address:	Level 2, 63-79 Paramatta Road. Silverwater NSW 2128.
Phone number:	Personal Information [REDACTED]
Email:	Personal Information [REDACTED]@msssecurity.com.au
Proposed Subcontractor's details	
Name:	The Security Hub
Address:	131 Hummingbird Boulevard, Tarneit 3029
Phone number:	Personal Information [REDACTED]
Email:	Personal Information [REDACTED]@thesecurityhu.com.au
ABN/ ACN:	44 615 607 264
Relevant purpose for engaging Subcontractor – please specify a purpose under clause 6(4) of POC	To assist with surge requirements, some shifts may be offered to
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	MSS will firstly engage direct staff at all hotels, it will seek assistance from its contractors if required for last minute and surge requests.
Duration of the proposed engagement	As required.
Please detail the Subcontractor's capabilities in performing similar Security Services	Contractor has been providing guards to assist MSS for many years for various types of work.

Please detail the Subcontractor's financial standing	
--	--

Please confirm the following documents are attached (clause 6(2))	
Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Please specify (if any):</i>
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>Please specify (if any):</i>

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Personal Information


_____ Date:

(Signature)

Anthony Bandiera, Business Manager Client Services.

(Name, Title)

Note: if the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
Reasons (Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)	
Conditions (Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	
Restrictions (Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	

Signed by:

 (Signature)

Date:

 (Name, Title)

Email:

Telephone:

Notice of Intent

This form is for use by a Service Provider to request approval from the Purchaser to engage a Subcontractor, and for the Purchaser to provide its approval of the engagement.

Unless inconsistent with the context or subject matter of this Notice of Intent, all capitalised terms have the meaning given to them in the Purchase Order Contract (POC) executed between the Service Provider and the Purchaser in accordance with the State Purchase Contract, Agreement for the Provision of Security Services (SPC Agreement).

Note: in accordance with clause 6 of the POC, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's prior written approval.

Information	To be completed by Service Provider
Purchaser:	Department of Jobs, Precincts and Regions
POC Contract Manager (clause 5.1(1)):	PPO [REDACTED]
Service Provider details	MSS Security Pty Ltd
Name:	Gateway Business Park,
Address:	Level 2, 63-79 Paramatta Road. Silverwater NSW 2128.
Phone number:	Personal Information [REDACTED]
Email:	Personal Information [REDACTED]@msssecurity.com.au
Proposed Subcontractor's details	
Name:	Ultimate Protective Services
Address:	2 Dana Court, Keilor Lodge Vic 3038
Phone number:	Personal Information [REDACTED]
Email:	Personal Information [REDACTED]@ultimateprotectiveservices.com.au
ABN/ ACN:	58 616 241 546
Relevant purpose for engaging Subcontractor – please specify a purpose under clause 6(4) of POC	To assist with surge requirements, some shifts may be offered to
Detailed explanation as to why a Subcontractor must be engaged for the purpose identified above	MSS will firstly engage direct staff at all hotels, it will seek assistance from its contractors if required for last minute and surge requests.
Duration of the proposed engagement	As required.
Please detail the Subcontractor's capabilities in performing similar Security Services	Contractor has been providing guards to assist MSS for many years for various types of work.

Please detail the Subcontractor's financial standing

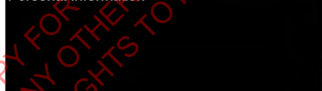
Please confirm the following documents are attached (clause 6(2))

Copy of proposed Subcontractor's contract of engagement between Service Provider and Subcontractor	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Certification of all relevant insurances required under clause 24 of the POC	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A statement of compliance from the Subcontractor with the POC and all rights and obligations arising under it, including audit requirements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Any other information the Service Provider considers relevant	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):
Any other information the Purchaser has requested	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please specify (if any):

INSTRUCTIONS TO SERVICE PROVIDER: Please complete, sign and send this Notice of Intent to the Purchaser for review. By signing this Notice of Intent, you confirm that the information provided is complete and accurate at the time of signing.

Signed for and on behalf of the Service Provider:

Personal Information



Date:

(Signature)

Anthony Bandiera, Business Manager Client Services.

(Name, Title)

Note: if the Purchaser approves a proposed Subcontractor, the Service Provider must notify and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Service Provider must complete the form 'Notice of Subcontractor Engagement'.

FOR COMPLETION BY PURCHASER

INSTRUCTIONS TO PURCHASER: If you are satisfied that it is appropriate for the Service Provider to engage the Subcontractor in accordance with this Notice of Intent, you may indicate your approval by countersigning this Notice of Intent and returning it to the Service Provider within 7 Business Days of receipt. Your response should also indicate any restrictions or conditions on your approval that you consider necessary, your reasons for approving the engagement and your contact details.

Information	To be completed by Purchaser
Reasons (Insert your reason(s) for approving the engagement of the Subcontractor by the Service Provider.)	
Conditions (Insert any conditions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	
Restrictions (Insert any restrictions applicable to the engagement of the Subcontractor, or insert 'not applicable'.)	

Signed by:

 (Signature)

Date:

 (Name, Title)

Email:

Telephone:



11 June 2020

Ultimate Protective Services
2 Dana Court,
KEILOR LODGE VIC 3038

Personal Information
[Redacted]

Gateway Business Park
L2, 63-79 Parramatta Road
PO Box 7004
Silverwater NSW 2128
t (02) 9737 6451
f (02) 9737 6544
www.msssecurity.com.au

Dear [Redacted] Personal Infor

Requirement to Comply with Head Contract – Purchase Order Contract

We refer to the subcontract agreement between Ultimate Protective Services and MSS Security dated 28 August 2019 (Subcontract).

Clause 21 of this Subcontract requires that you comply with "Applicable Head Contract Provisions" which are referenced in Schedule E of the Subcontract as "those notified to you by us from time to time".

In about April 2020, we entered into a Purchase Order Contract for the provision of certain COVID-19 related services for the State of Victoria acting through the Department of Jobs Precincts and Regions ("POC"). As you are aware, some of the services under this POC were subcontracted to you and in performing these services you are obliged to comply with the POC as required under clause 21 of the Subcontract.

A copy of a redacted version of the POC Contract is attached to this letter for your information. We ask that you review this immediately on receipt. Once you have done this, please sign and return to us a duplicate copy of this letter confirming that you:

- are an authorised representative of Ultimate Protective Services;
- have been provided with a redacted copy of the POC;
- have reviewed the redacted version of the POC; and
- warrant that you and Ultimate Protective Services will comply with all applicable provisions of the POC, including the audit related requirements set out in clause 7

Please endeavour to return this by COB on 11 June to [Redacted] Personal Information [@msssecurity.com.au](mailto:[Redacted]@msssecurity.com.au).

Thank you in anticipation of your cooperation

Regards

MSS Security Pty Ltd

Personal Information
[Redacted]

Anthony Bandiera
Business Manager Client Services

Attachment

I, [Redacted] Personal Information _____ confirm that:

- I am a director, officer or other authorised of Ultimate Protective Services;
- I have been provided with a redacted copy of the State POC;
- I have reviewed the POC; and
- I warrant that Ultimate Protective Services will comply with all applicable provisions of the POC, including the audit related requirements set out in clause 7

Personal Information
[Redacted]

Signature

Date

10/06/2020



Gateway Business Park
L2, 63-79 Parramatta Road
PO Box 7004
Silverwater NSW 2128
t (02) 9737 6451
f (02) 9737 6544
www.msssecurity.com.au

11 June 2020

The Security Hub Pty Ltd
131 Hummingbird Boulevard,
TARNEIT VIC 3029

Personal Information

Dear Personal Information

Requirement to Comply with Head Contract – Purchase Order Contract

We refer to the subcontract agreement between the Security Hub Pty Ltd and MSS Security dated 15 August 2019 (Subcontract).

Clause 21 of this Subcontract requires that you comply with "Applicable Head Contract Provisions" which are referenced in Schedule E of the Subcontract as "those notified to you by us from time to time".

In about April 2020, we entered into a Purchase Order Contract for the provision of certain COVID-19 related services for the State of Victoria acting through the Department of Jobs Precincts and Regions ("POC"). As you are aware, some of the services under this POC were subcontracted to you and in performing these services you are obliged to comply with the POC as required under clause 21 of the Subcontract.

A copy of a redacted version of the POC Contract is attached to this letter for your information. We ask that you review this immediately on receipt. Once you have done this, please sign and return to us a duplicate copy of this letter confirming that you:

- are an authorised representative of the Security Hub Pty Ltd;
- have been provided with a redacted copy of the POC;
- have reviewed the redacted version of the POC; and
- warrant that you and the Security Hub Pty Ltd will comply with all applicable provisions of the POC, including the audit related requirements set out in clause 7

Please endeavour to return this by COB on 11 June to Personal Information @msssecurity.com.au.

Thank you in anticipation of your cooperation

Regards

MSS Security Pty Ltd

Personal Information

Anthony Bandiera
Business Manager Client Services

Attachment

Personal Information

confirm that:

- I am a director, officer or other authorised of the Security Hub Pty Ltd;
- I have been provided with a redacted copy of the State POC;
- I have reviewed the POC; and
- I warrant that the Security Hub Pty Ltd will comply with all applicable provisions of the POC, including the audit related requirements set out in clause 7

Personal Information

10/06/2020

Signature

Date



Gateway Business Park
L2, 63-79 Parramatta Road
PO Box 7004
Silverwater NSW 2128
t (02) 9737 6451
f (02) 9737 6544
www.msssecurity.com.au

11 June 2020

United Risk Management Pty Ltd
8 Springbank Street,
TULLAMARINE VIC 3043

Personal Information

Dear Personal Info

Requirement to Comply with Head Contract – Purchase Order Contract

We refer to the subcontract agreement between United Risk Management Pty Ltd and MSS Security dated 15 August 2019 (Subcontract).

Clause 21 of this Subcontract requires that you comply with "Applicable Head Contract Provisions" which are referenced in Schedule E of the Subcontract as "those notified to you by us from time to time".

In about April 2020, we entered into a Purchase Order Contract for the provision of certain COVID-19 related services for the State of Victoria acting through the Department of Jobs Precincts and Regions ("POC"). As you are aware, some of the services under this POC were subcontracted to you and in performing these services you are obliged to comply with the POC as required under clause 21 of the Subcontract.

A copy of a redacted version of the POC Contract is attached to this letter for your information. We ask that you review this immediately on receipt. Once you have done this, please sign and return to us a duplicate copy of this letter confirming that you:

are an authorised representative of United Risk Management Pty Ltd;

- have been provided with a redacted copy of the POC;
- have reviewed the redacted version of the POC; and
- warrant that you and United Risk Management Pty Ltd will comply with all applicable provisions of the POC, including the audit related requirements set out in clause 7

Please endeavour to return this by COB on 11 June to Personal Information [@msssecurity.com.au](mailto:Personal Information@msssecurity.com.au).

Thank you in anticipation of your cooperation

Regards

MSS Security Pty Ltd

Personal Information

Anthony Bandiera
Business Manager Client Services

Attachment

Personal Information

_____ confirm that:

- I am a director, officer or other authorised of United Risk Management Pty Ltd;
- I have been provided with a redacted copy of the State POC;
- I have reviewed the POC; and
- I warrant that United Risk Management Pty Ltd will comply with all applicable provisions of the POC, including the audit related requirements set out in clause 7

Personal Informa

Signature

10 - 06 - 2020

Date



11 June 2020

Australian Protection Group Pty Ltd
47 Kyle Road,
Altona North, VIC 3025

Attention: Personal Information

Gateway Business Park
L2, 63-79 Parramatta Road
PO Box 7004
Silverwater NSW 2128
t (02) 9737 6451
f (02) 9737 6544
www.msssecurity.com.au

Dear Personal Information

Requirement to Comply with Head Contract – Purchase Order Contract

We refer to the subcontract agreement between the Australian Protection Group Pty Ltd and MSS Security dated 15 August 2019 (Subcontract).

Clause 21 of this Subcontract requires that you comply with "Applicable Head Contract Provisions" which are referenced in Schedule E of the Subcontract as "those notified to you by us from time to time".

In about April 2020, we entered into a Purchase Order Contract for the provision of certain COVID-19 related services for the State of Victoria acting through the Department of Jobs Precincts and Regions ("POC"). As you are aware, some of the services under this POC were subcontracted to you and in performing these services you are obliged to comply with the POC as required under clause 21 of the Subcontract.

A copy of a redacted version of the POC Contract is attached to this letter for your information. We ask that you review this immediately on receipt. Once you have done this, please sign and return to us a duplicate copy of this letter confirming that you:

- are an authorised representative of the Australian Protection Group Pty Ltd;
- have been provided with a redacted copy of the POC;
- have reviewed the redacted version of the POC; and
- warrant that you and the Australian Protection Group Pty Ltd will comply with all applicable provisions of the POC, including the audit related requirements set out in clause 7

Please endeavour to return this by COB on 11 June to Personal Information @msssecurity.com.au.

Thank you in anticipation of your cooperation.

Regards

MSS Security Pty Ltd

Personal Information

Anthony Bandiera
Business Manager Client Services

Attachment

I, Personal Information, confirm that:

- I am a director, officer or other authorised of the the Australian Protection Group Pty Ltd;
- I have been provided with a redacted copy of the State POC;
- I have reviewed the POC; and
- I warrant that the Australian Protection Group Pty Ltd will comply with all applicable provisions of the POC, including the audit related requirements set out in clause 7

Personal Information

Date

10/06/2020

From: PPO [REDACTED] (DJPR)
Sent: Wed, 10 Jun 2020 16:02:49 +1000
To: Anthony Bandiera
Subject: RE: Sub Contractor forms
Attachments: NOI - MSS - URM.pdf, NOI - MSS - UPS.pdf, NOI - MSS - TSH.pdf, NOI - MSS - APG.pdf

Anthony – Please find attached the counter-signed Notices.

PPO [REDACTED]
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]

Personal Inform [REDACTED] @ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



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From: Anthony Bandiera [REDACTED] @msssecurity.com.au>
Sent: Wednesday, 10 June 2020 2:58 PM
To: PPO [REDACTED] (DJPR) [REDACTED] @ecodev.vic.gov.au>
Cc: [REDACTED] @msssecurity.com.au>
Subject: Sub Contractor forms

Hi PPO [REDACTED] sorry for the delay.

Please see the final required agreements and forms from our sub-contractors attached.

If you need anything else please let me know.

Kind Regards,

Anthony Bandiera
 Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207

Personal Information [REDACTED]

@msssecurity.com.au



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From: PPO [REDACTED] (DJPR) [Personal Information] <[REDACTED]@ecodev.vic.gov.au>
Sent: Tuesday, 9 June 2020 11:53 AM
To: Anthony Bandiera [Personal Information] <[REDACTED]@msssecurity.com.au>
Subject: RE: MSS Security invoices second fortnight - Period 11/5/20 to 24/5/20

Thanks Anthony.

Also, are you able to provide a quick update on the final subcontractor forms? DTF is hassling me about them.

PPO [REDACTED]
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
 [Personal Information]
 [Personal Information] <[REDACTED]@ecodev.vic.gov.au>
djpr.vic.gov.au
jobs.vic.gov.au



[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#) | [Twitter](#)

From: Anthony Bandiera [Personal Information] <[REDACTED]@msssecurity.com.au>
Sent: Tuesday, 9 June 2020 11:19 AM
To: PPO [REDACTED] (DJPR) [Personal Information] <[REDACTED]@ecodev.vic.gov.au>
Cc: [Personal Information] <[REDACTED]@msssecurity.com.au>; [Personal Information] <[REDACTED]@msssecurity.com.au>; [Personal Information] <[REDACTED]@msssecurity.com.au>
Subject: RE: MSS Security invoices second fortnight - Period 11/5/20 to 24/5/20

Hi [REDACTED], hope you are well. Please see invoices for fourth fortnight period (covering 11/5/2020 through to 24/5/2020) attached for;

- Park Royal – Melbourne Airport
- Four Points Sheraton - Docklands
- Stamford Plaza - Melbourne
- Holiday Inn – Melbourne Airport

I have attached a summary as requested.

Currently we have quarantine passengers at all the above hotels, none are at capacity but are slowly refilling.

If you need any additional information please let me know.

Kind Regards,

Anthony Bandiera
 Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207

Personal Information



Government of Victoria, Victoria, Australia.

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Corporate Head Office
534 Parramatta Road
Ashfield NSW 2131 Australia

Personal Information

[Redacted]@unifiedsecurity.co
m.au

Personal Information
[Redacted]
f in



SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HO
BART

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From: PPO [REDACTED] (DEDJTR)
Sent: Wed, 1 Apr 2020 16:39:58 +1100
To: Personal Information [REDACTED]@wilsonsecurity.com.au
Cc: Katrina Currie (DEDJTR);Cameron Nolan (DEDJTR)
Subject: RE: Proposal for Quarantine Works

Hi Greg – I work with Katrina Currie at DJPR and she has asked me to assist her with managing the security arrangements at hotels receiving incoming international travellers to serve out their compulsory isolation period.

Forgive me for going over what will be old ground, but I just want to confirm where things currently stand with you. At the moment I have Wilson as providing security services at the Crowne Plaza Hotel and on standby to deliver security services at the Pan Pacific Melbourne (for when Crowne Plaza reaches capacity). This is expected in coming days. Wilson will also be delivering security services at a third hotel which has yet to be confirmed. Please let me know if this is incorrect.

I can act as your point of contact for any issues that you have at Crowne Plaza, for your move in to Pan Pacific (for which I assume you have arrangements in place), and regarding the third site. Please feel free to contact me via email or mobile (details below) with any queries/issues.

Finally, I have been in touch with our procurement team regarding a contract for this engagement. We are currently drafting a Purchase Order Contract under the State Purchase Contract for Security Services that you have in place with the Victorian Government. I hope to have a draft in coming days for you to review.

Thanks and I look forward to working with you moving ahead on this.

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]

Personal Information [REDACTED]@ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



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From: Katrina Currie (DEDJTR) Personal Information [REDACTED]@ecodev.vic.gov.au>

Sent: Monday, 30 March 2020 11:27 AM

To: PPO [REDACTED] (DEDJTR) Personal Information [REDACTED]@ecodev.vic.gov.au>

Subject: FW: Proposal for Quarantine Works

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From: Greg Watson (Personal Information) <Personal Information@wilsonsecurity.com.au>
Sent: Sunday, 29 March 2020 9:34 PM
To: Katrina Currie (DEDJTR) (Personal Information) <Personal Information@ecodev.vic.gov.au>
Cc: Cameron Nolan (DEDJTR) (Personal Information) <Personal Information@ecodev.vic.gov.au>; (Personal Information) (Personal Information) <Personal Information@wilsonsecurity.com.au>
Subject: Proposal for Quarantine Works

Good Evening Katrina

We completed the site visit at Crowne Plaza this afternoon and gained a clearer understanding of the site and duties required. We have been advised that we start at 3 pm tomorrow ahead of an expected 340 people being transferred to the hotel.

In consultation with the various government representatives present, we estimated that the scope is closer to 27 people required 24/7 for the duration of the assignment. This is based on the following:

- Supervisor / site manager (1)
- 6 floors requiring 3 security officers each as there are 3 fire exits on each floor and no line of sight between them (18)
- Security offices at main entry and staff entry point (2)
- Escorts of people to their rooms (2)
- Relievers to ensure 23 staff receive breaks as per SSIA and NES (4)

All Security officers will be paid minimum Level 2 under the SSIA 2010 or Wilson Security EA (higher than SSIA) and will receive all required rest and meal breaks. We have also allowed for one meal per person prepared by the Hotel in a 12 hour shift as they will not be able to leave the site and it is undesirable for food to be brought in by security staff due to the risk of contamination.

In addition to the rate schedule in the attached Pricing Methodology document, Wilson will provide at no extra charge:

- Contract Manager
- HSE Advisor and support
- Corporate Risk management support
- HR and Rostering support

This is a significant deployment of personnel and we have selected a professional team at a time when security numbers in the state are nearing depletion, managed by a team who have experience with the Commonwealth Games and G20 in Brisbane and Melbourne, Crown Casino and all major events in Victoria. We have committed to supporting the service with all our corporate infrastructure and specialist resources.

We seek your formal confirmation of our appointment to the 3 nominated hotels and approval for the rates for service as submitted.

If you require further information please do not hesitate to contact me on (Personal Information)

Regards Greg

Greg Watso
n
General Manager Regional Operation
s



Level 3, 6 E
nglish Street
Essend V 3
on Fiel l 0
ds C 4
1
Australia

Personal Information

Personal Information
@wilsonsec
urity.com.au
www.wilsonsecurity.com
.au



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From: PFO [redacted] (DJPR)
Sent: Tue, 28 Apr 2020 13:27:42 +1000
To: Greg Watson
Subject: RE: Guidance

Thanks Greg.

PFO [redacted]
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [redacted]
Personal Inform [redacted] @ecodev.vic.gov.au

djpr.vic.gov.au
jobs.vic.gov.au



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From: Greg Watson (Personal Information [redacted]) <[redacted]@wilsonsecurity.com.au>
Sent: Tuesday, 28 April 2020 1:27 PM
To: PFO [redacted] (DJPR) <[redacted]@ecodev.vic.gov.au>
Subject: RE: Guidance

Hi PFO [redacted]

I am well thanks and hope you are too.

I will pass on the information to our onsite team.

I am also following up the signed POC - as it requires signatures under S127 it has to go via our Perth office. I will return it as soon as possible.

Regards Greg

Greg Watson
n
General Manager Regional Operation
s



Level 3, 6 E
nglish Street
Essend V 3
on Fiel l 0
ds C 4
1
Australia

Personal Information [redacted]
Personal Informatio@wilsonsec
urity.com.au
www.wilsonsecurity.com.au



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From: PPO (DJPR) [Personal Information] [redacted]@ecodev.vic.gov.au]
Sent: Tuesday, 28 April 2020 1:21 PM
To: Greg Watson [Personal Information] [redacted]@wilsonsecurity.com.au>
Subject: Guidance

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Hi Greg – I hope that you are well. I have been asked to relay some guidance to you in response to recent policy developments by the Department.

Emergency Situations and Unauthorised Areas

The Department has developed the following guidance around the management of emergency situations and the use of unauthorised areas at hotels.

- Quarantined civilians are to remain in their rooms unless prior approval is sought through the DHHS/DJPR Site Contact or as part of an emergency evacuation.
- At no time are quarantined civilians to be taken into unauthorised areas of the hotel even with DHHS/DJPR Site Contact approval.
- If required, the Hotel Manager must provide prior approval of all movements into unauthorised areas.
- In case of an emergency, current Hotel Emergency Plans are required to be followed.
- Following all incidents, the DHHS and DJPR site contacts, Hotel Manager and DJPR contract manager must be notified as soon as practicable.
- If a quarantined civilian is threatening self-harm or is seriously injured, you must call triple zero (000) immediately.

Shebah Ground Travel for Families with Children

The Department is arranging ground travel for families with young children (under 10) exiting quarantine via a Shebah service rather than taxi. Shebah vehicles are fitted with child restraints to ensure safe travel for our child guests. It would be appreciated if your team could assist with this by guiding families with children into arranged Shebah vehicles where relevant. I am arranging for family guest lists to be provided to you as required to assist you with this. Shebah vehicles will be arranged to collect families at their allotted departure time, so please ensure that families are only escorted to hotel lobbies at their allotted time.

I would appreciate it if this could be communicated with your teams.

Please let me know if you have issues with any of the above.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [redacted]

Personal Information [redacted]@ecodev.vic.gov.au

djpr.vic.gov.au

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From: PPO (DJPR)
Sent: Thu, 9 Apr 2020 20:57:43 +1000
To: Nigel Coppick
Cc: David Millward (Personal Information)
Subject: Health and Welfare Policy
Importance: High

Nigel – A Health and Welfare Policy, including provisions for quarantined travellers, has been endorsed by the Chief Health Officer. Included in the policy are the following health and exercise provisions:

- If the room has a balcony, ensure the residents can access it for fresh air.
- Advise residents to open windows/balconies where possible for fresh air and ventilation.
- If it is possible for residents to go outside to take some exercise for organised/supervised short periods of time, this should be facilitated where possible. Residents should ensure physical distancing is practised during this period. Only well residents from the same room should be able to go out to exercise at the same time.
- Residents should be provided with resources for exercise routines and yoga/mediation that they can perform safely within their rooms.

In order to support the implementation of this policy, DHHS is requesting that an additional three security staff be rostered for each shift between 8am-8pm. Authorised Officers will work with security on site to put this policy into practice.

Thanks for your cooperation on this.

PPO

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Department of Jobs, Precincts and Regions
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Personal Information

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From: PPO [REDACTED] (DEDJTR)
Sent: Fri, 3 Apr 2020 14:08:50 +1100
To: Nigel Coppick
Subject: RE: Security Services CIVOD-19

Hello Nigel – I've had one more request to relay through to your team from our ground crew. They ask that no gifts or deliveries for guests be accepted by security staff directly from family or friends. DJPR offers a service through which items can be couriered to guests. Your team is asked to contact the DJPR Site Manager to assist guests with accessing the courier service.

Thanks,

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]

Personal Information [REDACTED] @ecodev.vic.gov.au

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From: Nigel Coppick ^{Personal Information} [REDACTED] <@unifiedsecurity.com.au>
Sent: Friday, 3 April 2020 10:16 AM
To: PPO [REDACTED] (DEDJTR) ^{Personal Information} [REDACTED] <@ecodev.vic.gov.au>
Subject: RE: Security Services CIVOD-19

Hi ^{PPO} [REDACTED]

Many thanks for the below information, all these points have been address sine mobilisation. I appreciate The below

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
 Unit 6/109 Whitehorse Road
 Blackburn VIC 3130 Australia

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Personal Information
 [REDACTED]@unifiedsecurity.com

.au
 Personal Information
 [REDACTED]



unifiedsecurity.com.au

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From: PPO [REDACTED] (DEDJTR) [REDACTED]@ecodev.vic.gov.au>

Sent: Friday, 3 April 2020 10:12 AM

To: Nigel Coppick [REDACTED]@unifiedsecurity.com.au>

Subject: RE: Security Services CIVOD-19

Hi Nigel – I understand that this is a little late, but our on the ground crew have provided the following list of responsibilities for your staff at designated hotels. Reports that I have received on the work of your team have been great, and I understand that you are already meeting these requirements. However, please reach out to me should you have any issues:

- Security teams will need to be responsible for the provision of their staff's personal protection equipment (PPE).
- No Security officer is to refuse wearing PPE.

On site, security are responsible for:

Before check in:

- In position on floors where guests are staying.

During check in:

- Accompanying guests in the lift up to their floor. No more than 4 per lift (including the security officer).
- Assisting with arriving busses (such as getting luggage off bus if people need help).
- Being present to manage any on site issues.

Once checked in:

- Maintaining presence on-floors, lobby and front door.
- Receiving parcels and logging details.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer).
- Maintain security: Only allowing authorised persons to enter premise.

Escalation of issues:

- Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site as soon as possible.
- Dinner / food complaints to be communicated to the hotel.
- Any other onsite queries to be communicated to the DJPR Site Manager.

In any emergency – dial 000.

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PPO

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From: [Personal Information] (DEDJTR)
Sent: Fri, 3 Apr 2020 09:01:20 +1100
To: Katrina Currie (DEDJTR)
Subject: RE: Day Summary

Hi Katrina – A bit of an update on additional capacity options.

I had a chat with 'on the ground staff' this morning and received rave reviews on the work of Unified Security. I also received an email from [Personal Information], who is the majority shareholder at Unified, advising that they have significant additional capacity and can mobilise at short notice at any required additional sites. [Privilege]

[Privilege] Let me know if you'd like me to pursue this.

Wilson are now on the ground at the Pan Pacific. I've been informed that they did not have sufficient numbers to meet first arrivals from 6am, reporting capacity pressures. I should note that Wilson's start time was brought forward at 6.17pm last night, which didn't really give them adequate time to mobilise. They do now have sufficient numbers on site and are set to commence at the ParkRoyal tomorrow.

[Personal Information]
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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 [Personal Information]@ecodev.vic.gov.au

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From: Katrina Currie (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Sent: Thursday, 2 April 2020 5:50 PM
To: [Personal Information] (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Subject: Re: Day Summary

I think ISS was preferred by Trades Hall. We may need advice from [Personal Information] before proceeding.

I will get back to you tomorrow.

K

Get [Outlook for iOS](#)

From: Nigel Coppick
Sent: Tue, 28 Apr 2020 12:39:56 +1000
To: PPO (DJPR)
Cc: David Millward
Subject: Re: Complaint 28th April 2020

Hi PPO

Not a problem.

Regards

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia

Personal Information
@unifiedsecurity.com
.au

Personal Information



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On 28 Apr 2020, at 12:39 pm, PPO (DJPR) <Personal Information@ecodev.vic.gov.au> wrote:

Thanks for your prompt response Nigel. I will provide this response to my team leader and get back to you with any follow-up queries.

PPO

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Department of Jobs, Precincts and Regions
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<image001.png>

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From: Nigel Coppick [Personal] @unifiedsecurity.com.au
Sent: Tuesday, 28 April 2020 12:31 PM
To: PPO [Personal Information] (DJPR) @ecodev.vic.gov.au
Cc: David Millward [Personal] @unifiedsecurity.com.au
Subject: Complaint 28th April 2020

Good Morning [PPO]

I hope you are well? Please see attached response to the complaint provided to Unified Security on the 28th of April 2020. Please feel to direct all enquires in relation to this matter to me.

Kind Regards
Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia

<image002.png [Personal Inf] @unifiedsecurity.com.a

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From: PPO [REDACTED] (DJPR)
Sent: Tue, 21 Apr 2020 10:36:46 +1000
To: Personal Information [REDACTED] (DJPR)
Subject: RE: Working hours

Great. In a meeting now, will call you when done.

PPO [REDACTED]
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
 Personal Information [REDACTED]
 Personal Information [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)
djpr.vic.gov.au
jobs.vic.gov.au



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From: Personal Information [REDACTED] (DJPR) Personal Information [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>
Sent: Tuesday, 21 April 2020 10:36 AM
To: PPO [REDACTED] (DJPR) Personal Information [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>
Subject: RE: Working hours

Hi PPO [REDACTED]

Yep no problems at all, can definitely help! Did you want to forward the emails to me and then I can sort them into a table? Or is there another way that would be easier?

Many thanks

Personal Information [REDACTED]

From: PPO [REDACTED] (DJPR) Personal Information [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>
Sent: Tuesday, 21 April 2020 10:15 AM
To: Personal Information [REDACTED] (DJPR) Personal Information [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>
Subject: RE: Working hours

Still a bit crazy here. Do you have ability to help me with a task? I need an 'incident register' pulled together for security related matters at hotels. I have emails with details of incidents, just need them worked into some kind of table format. Can chat to you about this in more detail if you are in a position to help.

PPO [REDACTED]
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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Personal Information
@ecodev.vic.gov.audjpr.vic.gov.aujobs.vic.gov.au

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From: Personal Information (DJPR) Personal Information @ecodev.vic.gov.au>

Sent: Tuesday, 21 April 2020 9:35 AM

To: PPO (DJPR) <Personal Information@ecodev.vic.gov.au>

Subject: RE: Working hours

Hi PPO

Thanks heaps!

Workload wise I am going well. I am managing 4 JVEN contracts at the moment but they are all fairly easy ones and I have let Personal Information know that I will let her know when I have extra capacity to help with other things (rather than her just allocating stuff to me all the time, as it was getting a bit full on at one point). JVIF is fairly quiet at the moment, just the two variations. How is your workload going? Hope you are getting a break!

Many thanks

Personal Information

From: PPO (DJPR) Personal Information @ecodev.vic.gov.au>

Sent: Tuesday, 21 April 2020 8:56 AM

To: Personal Information (DJPR) Personal Information @ecodev.vic.gov.au>

Subject: RE: Working hours

Not a problem Personal Information. Quite a few in the team are shifting around their work hours.

How are you going workload wise at the moment? All good?

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: [Personal Information] (DJPR) [Personal Information] <[\[Personal Information\]@ecodev.vic.gov.au](mailto:[Personal Information]@ecodev.vic.gov.au)>
Sent: Tuesday, 21 April 2020 6:59 AM
To: [PPO] (DJPR) [Personal Information] <[\[Personal Information\]@ecodev.vic.gov.au](mailto:[Personal Information]@ecodev.vic.gov.au)>
Subject: Working hours

Hi [PPO]

Hope all is going well! I am just checking it is ok on Tuesdays and Wednesdays if I start early in the morning (like 6/6.30) to try and get a few hours work done before the kids are up and before [Personal Information] starts work? It is just with both of us working those days, Tuesday in particular as it is a full working day, I can get quite a few interruptions throughout the day so it is we easier to try and work first thing and then work as much as I can during [Personal Inform] naps. Over the course of the day, I will do a full days work it will just be broken up. I hope this is ok, if not then please let me know and we can try and work something out.

Many thanks

[Personal Informatio]

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From: [Personal Information] (DJPR) on behalf of BAS Planning (DEDJTR)
Sent: Wed, 13 May 2020 10:34:03 +1000
To: [PPO] (DJPR); BAS Planning (DEDJTR)
Subject: RE: FOR ACTION DJPR Operation Soteria Risk Plan

Excellent, thanks very much [PPO] appreciate your help and will contact you with any questions.

[Personal Information]

bas.planning@agriculture.vic.gov.au
 DJPR Hotel Quarantine COVID-19 - Operation Soteria
 Planning Officer



From: [PPO] (DJPR) [Personal Information] @ecodev.vic.gov.au>
Sent: Wednesday, 13 May 2020 10:31 AM
To: BAS Planning (DEDJTR) <bas.planning@agriculture.vic.gov.au>
Subject: RE: FOR ACTION DJPR Operation Soteria Risk Plan

Hi [Personal Information] I have updated the security related risks in this spreadsheet. Please reach out if any of this is unclear or misses the mark.

[PPO]

Principal Policy Officer | Inclusion, Employment
 Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne Victoria Australia 3000

[Personal Information]

[Personal Information] @ecodev.vic.gov.au

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From: [Personal Information] (DJPR) [Personal Information] @agriculture.vic.gov.au> On Behalf Of BAS Planning (DEDJTR)

Sent: Tuesday, 12 May 2020 1:00 PM

To: Paul Stagg (DJPR) [Personal Information] @global.vic.gov.au>; Sara Sahely (DJPR) [Personal Information] @global.vic.gov.au>; [PPO] (DJPR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DJPR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DJPR) [Personal Information] @ecodev.vic.gov.au>

Cc: Gonul Serbest (DJPR) [Personal Information] @global.vic.gov.au>; DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>; BAS Planning (DEDJTR) <bas.planning@agriculture.vic.gov.au>; Allie H

Jarvis (DJPR) [Personal Information]@agriculture.vic.gov.au>; [Personal Information] (DJPR)

[Personal Information]@agriculture.vic.gov.au>

Subject: FOR ACTION DJPR Operation Soteria Risk Plan

Hi all

Would appreciate your input to the completion of the Quarantine Mission Risk Register found here:

<https://vicgov.sharepoint.com/:x:/r/sites/VG000923/Documents1/COVID-19%20Quarantine/Risk%20Management/Quarantine%20Mission%20Risk%20Register.xlsx?d=w123e242efcf34ea4a0ceb2fe42f31a23&csf=1&web=1&e=DO9QXi>

This link goes to COVID-19 Quarantine > Risk Management > Quarantine Risk Register.

Using the filter on Risk Category could each team as per below complete the fields across the spreadsheet rows please?

Risk Category	Team Lead
Authorising Environment	[Personal Information]
Contract Management	[Personal Information]
Policy & Planning	[Personal Information]
Resources & Logistics	[Personal Information]
Safety & Wellbeing	Allie Jarvis & [Personal Information]
Security	PPO [Personal Information]
Strategy & Planning	[Personal Information]

From there your inputs will inform the development of risk treatment plan.

Please give me call if you have any questions or wish to do this over the phone.

Your response to this by COB tomorrow would be appreciated.

Warm regards

[Personal Information]

bas.planning@agriculture.vic.gov.au

DJPR Hotel Quarantine COVID-19 - Operation Soteria

Planning Officer



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Date	Company	Hotel	Incident Type	Incident Details	Company's response/ incident investigation reference number	Resolved Y/N	Resolution	Hotel Contact	Security Contact	SIMS Event Number	Investigation Basic ICAM Internal
4/2/2020	Unified Security	Crown Metropol	Contraband intercept	<p>Report from Nigel Coppick (State Manager)</p> <p>'A note to advise that security officers from Unified Security intercepted a delivery of what they suspect is marijuana as well as a homemade device for smoking marijuana at Crown Metropol. The items were delivered to a traveller under isolation inside a computer sent to the hotel via taxi. Unified Security has confiscated the items and have notified police.'</p>	Police notified.	Y	Police notified and dealt with relevant guest.		<p>Nigel Coppick Victorian State Manager Victoria Office Personal Information @unifiedsecurity.com.au Personal Information</p>		
4/7/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	<p>Complaint from hotel management:</p> <p>'Male toilets misused (tissues, and hand gloves flushed and thrown on the floor, couple of toilets were clogged and had to be fixed). PPE not worn at all times. One of the guards was rude to the Food and Beverage Manager, including helping himself to the espresso machine which they were not entitled to.'</p>	<p>Response from Greg Watson (General Manager, Regional Operations):</p> <p>We will certainly deal with our staff and make sure this information is communicated. We appreciate the facilities being made available to staff and we will follow up to ensure that they are cared for.</p> <p>Also rudeness or poor customer service will not be tolerated and if the hotel advises our supervisor immediately we can take prompt action.</p> <p>PPE has been provided and staff have been requested to wear when in proximity to guests however masks were made optional after guests were processed into the hotel as our chief</p>	Y	See Company Response.	<p>Personal Information Assistant Front Office Manager Personal Information 1 Personal Information @panpacific.com</p>	<p>Greg Watson General Manager Regional Operations Personal Information @wilsonsecurity.com.au</p>		

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					Medical Advisor had advised they may not be very effective unless the wearer has the virus. I certainly appreciate the perception is that masks look like more precautions are being taken. If the instruction is to wear masks all the time we can enforce that if that is the direction.					
4/10/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Report from DJPR ground staff: 'A nurse was providing medication to a detainee (room [redacted] and an altercation occurred and the detainee became aggressive to the Nurse. She was put in a vulnerable situation and had to leave the room. The two guards on the floor did not stand up and protect or provide the Nurse with any security.'	Guards in question stood down.		Guards stood down.		Personal Information [redacted] National Manager Corporate Risk Personal Information [redacted] Personal Information [redacted]@wils onsecurity.com.au	
4/10/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Report from DJPR ground staff: An incident in room [redacted] where a detainee attempted to smash the window, removed his wife from the room and barricaded himself in. [redacted] (senior Wilson staff member) was present to assist and it appeared that the guards on duty vacated the area and left [redacted] on his own to manage this situation (no support for [redacted] from his own staff). Police were called to deal with the situation and the fire brigade had to be called to break the down as the police do not have the equipment to do.	Response from [redacted] (National Manager Corporate Risk): 'We are working on greater support and guidance for the security team at the Pan Pacific hotel. In the short term we have a management overlay (at no charge to Victorian Government) to support this operation, with [redacted] and [redacted] being present daily over the coming days. I will formulate a plan to address the security staff performance with the state and national		Wilson Action Plan involved: - Increased Wilson Security Management presence at the hotel - 30% removal of officers from 2 service partners - Staff performance issues addressed quickly to ensure service level(s) are maintained. - Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel - Checking and confirmation on security officer post	Y	Personal Information [redacted] National Manager Corporate Risk Personal Information [redacted] Personal Information [redacted]@wils onsecurity.com.au	

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				<p>teams and provide a plan to rectify the service issues and concerns you have raised. I will provide this plan in the next 24 hours, however please be assured we are working with our service partners to resolve the issues you are experiencing.</p> <p>The response and service failings you have experienced are not we consider appropriate, and we are embarrassed by the failings you have experienced. Please allow me to escalate your email and confirm an action plan back to you as soon as possible.'</p>		<p>instructions and expectations, this is occurring every shift, for each specific security post.</p> <p>- Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.</p>			
4/12/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	<p>Harassment Complaint:</p> <p>Person called to advise that there is a security guard. When breakfast came, he smiled at her. That was fine, when lunch came, the security guard asked her to turn around. He went to pull something out of his pocket, but said, no it's fine.</p> <p>Last night when dinner arrived, he was still there and started a conversation with her asking how many days she had left. Person advised she had 5 days left and he said "Oh thats not good, only 5. I wanted to ask you out"</p> <p>Person complained to the hotel and they had him moved.</p> <p>There is security footage of him approaching her room and knocking on the door.</p> <p>Person took notes of the time of day that this occurred.</p>	<p>Response from Greg Watson (General Manager, Regional Operations)</p> <p>'I haven't heard of this complaint however I will follow up with the team as it is obviously unacceptable.</p> <p>If we can't ID the person I will come back for more details.'</p>	Y	<p>Wilson Action Plan involved:</p> <ul style="list-style-type: none"> - Increased Wilson Security Management presence at the hotel - 30% removal of officers from 2 service partners - Staff performance issues addressed quickly to ensure service level(s) are maintained. - Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel - Checking and confirmation on 	<p>Greg Watson General Manager Regional Operations</p> <p>Personal Information [REDACTED]</p> <p>Personal Information [REDACTED] @wilsonsecurity.com.au</p>	

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						security officer post instructions and expectations, this is occurring every shift, for each specific security post. - Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.			
4/14/2020	Wilson	Crowne Plaza	Complaint against guards	<p>Harrassment Complaint:</p> <p>'I have a guest at Crowne Plaza [REDACTED] that has received an inappropriate note under her door from a security guard. The note said something like "Hey hun, add me on snapchat' - she looked up his name and looked up on Facebook and it's a security guard and wants to complain. [REDACTED] is his name - He took her outside a few days ago for outside time with 2 other guests and 2 other security guards.'</p>	<p>Response from Greg Watson (General Manager, Regional Operations)</p> <p>'The guard concerned was on day shift and will not return. This has been implemented.'</p>	Guard stood down.	<p>Greg Watson General Manager Regional Operations [REDACTED] [REDACTED]@wilsonsecurity.com.au</p>	8370	external to security company
4/17/2020	Unified Security	Novotel on Collins	Injury	<p>Report from Nigel Coppick (State Manager):</p> <p>Incident with guests where she injured herself and Ambulance and Police were called.</p> <ul style="list-style-type: none"> At approx. 1800 - 1830hrs, Security [REDACTED], DHHS Team Leader [REDACTED] and Authorised Officer [REDACTED] were called to a room on [REDACTED] where a lady was threatening self harm because she was craving a cigarette. She apparently starting throwing stuff around the room and appeared to break things DHHS and the Authorised Officer were in communication with their superiors and tried to reach an outcome that was beneficial for all. A number of scenarios were suggested, such as the guest having a cigarette on Level 7 balcony or being taken to street level for a cigarette or being taken to the loading dock for a cigarette. After reviewing the locations, it was decided that the loading dock was the best 	<p>000 - Ambulance called and paramedics attended to guest. Guest transferred to hospital.</p>	<p>Loading dock is for authorised access only and was not deemed by the hotel as an acceptable site for cigarette/rest breaks for any personnel or detained guests.</p> <p>DJPRsafety alert issued infomranitn the team that hotel unauthorised areas are not to be accessed. exception to this are at the descretion of the hotel and require authorisation and potentially a hotel staff escort</p>	<p>Nigel Coppick Victorian State Manager Victoria Office [REDACTED]@unifiedsecurity.com.au [REDACTED]</p>	8371	<p>Worksafe Notification # Internal investigation material gathered for information leading up to the decision to take IP Guest to the leading dock area.</p> <p>IP, DHHS and Security accessed area of the hotel to which there was no authorised entry.</p> <p>Immediately post event</p>

place out of the public view. The guest would wear PPE and not be able to carry her mobile phone

- Had discussions between Security, DHHS Team Leader, AO and the nurses. It was decided we would take the guest to the loading dock with 3 x security escorts

Personal Information [REDACTED], DHHS and the AO. Nurses were extremely busy and could not attend.

- The nurse contacted the guest via phone. Told her what was happening and told her to leave her mobile phone in the room and that she will be required to put on mask and gloves prior to leaving the room
- At approx. 1945hrs, I went to the loading dock to secure the area while Personal Info [REDACTED] and Personal Inform [REDACTED] attended the room with DHHS and AO. The Loading Dock leads onto Dame Etna Place, then onto Little Collins Street. It's a shared loading dock with Australia On Collins
- The guest appeared to be in reasonable spirits while moving to and whilst on the loading dock. She was having her cigarette and the DHHS representative was talking to her
- When she finished her cigarette at approx. 2000hrs, she appeared to lean on the railing and then appeared to be moving down to crouch down. It then appeared that she lost control of herself and she fell between the bottom rail and off the loading dock. She landed on her shoulder then her head hit the ground on the left side. The fall was approximately 3 feet and the fall was onto concrete
- We rushed in as we saw her falling but as you know, we were not allowed to touch her. Standing back, we could see she was still breathing and she was laying on her front with her head to the side.
- The AO contacted 000 for an Ambulance. DHHS and Personal Inf [REDACTED] went upstairs to quickly get the nurses. Myself and the Team Leader, Personal Inform [REDACTED] stayed in the loading dock with the AO.
- I started talking to the lady and asking basic questions, she was talking and her eyes were open but she wasn't moving. I could not touch her to put her on her side

notification not given to the hotel or DJPR site lead

Complex case management as IP was threatening self harm, DHHS AO onsite.

DJPR Safetyalert issued

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but I asked where she was hurting and she said her head hurt. I asked if she hurt anywhere else but she just mumbled. I asked if she can breath ok and she said yes. I then told her that if she can move to lean on her side that would be good for her. She did this slowly and then started to sit up. I asked her to lay back down on her side in case she lost her balance again.

- Nurses arrived within minutes and she was sitting up by that stage. They took over, checked the basics and spoke to the 000 operator to make sure the Ambulance was on it's way. They instructed [Personal Info] to go and retrieve a Defibrillator from upstairs as a precaution
- I went to the end of Dame Etna Place to wait for the Ambulance as I was speaking with Mo, then Police arrived approx. 2030hrs
- Ambulance was on site approx. 2040hrs with paramedics assessing the guest. They decided to take the lady to hospital shortly after
- All people involved had a debrief with the nurse and she stated that we all acted as we should have in the sense of contacting nurses, emergency services, staying with the lady to talk with her and keeping a safe distance
- At approx. 2130hrs a Vic Gov. emergency coordinator attended site to speak with the AO and with DHHS
- Later tonight, we found out off Police that the lady actually suffered a broken jaw and will require surgery.

Report from Nigel Coppick (State Manager):

Name: [Personal Information]
Room - 918

'Mr [Personal Informa] was very upset and aggregated, he would not adhere to direction from my team members on the floor. Mr [Personal Informatio] pushed his way to the lower floor, where he was meet by my Operations Manager.

It was established that M [Personal Informati] was quite upset that he could not purchase alcohol from the hotel has he only has an

Police called.

Y

Police called. Hotel processed \$200 for guest to purchase alcohol

Nigel Coppick
Victorian State Manager
Victoria Office
[Personal]@unifiedsecurity.com.au
[Personal Information]

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4/20/2020	Unified Security	Crowne Plaza	Guest Issue

			<p>EFT card which the Crown Plaza Management would not at first accepted. Mr. Personal Informa also added that he is very unhappy with the food being provided.</p> <p>There was no Authorised Officer (AO) at the hotel at the time of this situation.</p> <p>We have been able to get the Hotel to agree to take a \$200 transaction which will last the male for 2 weeks.</p> <p>Police where also called and have issued the male with a warning.'</p>						
4/21/2020	Novotel on Collins	Guest Issue	<p>Report from MP Office:</p> <p>'We have just received a phone call from a constituent of ours, who was concerned about her parent's wellbeing. They just returned from a holiday in Lebanon and are currently staying at the Hotel Novotel in the CBD. They have serious concerns about their parents health and wellbeing whilst staying there as they believe that they are being mistreated by the security guards and both have dietary needs that aren't being met. They were getting food delivered to their parents through a cab service however they are now being told that they can no longer use this service.'</p>		Y	<p>DJPR investigation findings:</p> <ul style="list-style-type: none"> • The father and son made a nuisance of themselves on check in. Once their keys were issued and they were in their room, they returned back down to the check in and dnata area and yelled at staff. They argued about not wanting to quarantine at the hotel and struggled to accept that they could not order KFC and other food comforts. I was about to call for Vic Pol to support the situation and help de-escalate but the security team managed to get them to calm down and return to their rooms upstairs. • The family returned from Lebanon and were in isolation according to local laws. The son claimes they have been in "quarantine 			

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for 42 days". I explained that there was a difference between isolation and quarantine – but he didn't appreciate the difference and asked if they could all quarantine at home. At that point I told him he could apply for an exemption, with no guarantee to actually get it approved.

- His parents are smokers and have some health issues. I confirmed with him that the nurses are aware of their health needs.
- He also explained that his parents are experiencing high anxiety.
- He said he was happy with the current food arrangements (I believe they have had AO approval for deliveries from their daughter so we will allow the daughter to keep preparing their food.
- I said that I would look into the possibility of getting his parents out for an exercise break
- We are trying to implement the exercise plan at this hotel but there are significant limitations here, e.g.:
 - o The pathways to

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external walking areas are shared with other tenants and we need separate approvals for this

- o On the 7th floor, there is an atrium, the walking spaces is quite narrow because it's actually a balcony, it's not very long and it can get quite warm because it is all enclosed. It's also in full view by the inwards facing rooms. So when people see others being walked there, we get more complaints.
- o The team are currently assessing other options and we hope to have our exercise implementation plan resolved soon

Update provided 22/4:

- Mid afternoon, a team of nurses and security knocked on the guest's door to offer them a walk.
- Mr Personal Information yelled at the team and slammed the door in their face.
- Our team knocked on the door again, asked them if they don't want to walk now, perhaps they would like to take a walk later, and the guest yelled again and slammed the

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						<p>door again.</p> <ul style="list-style-type: none"> • I believe that they continued to yell once the door was closed and threatened to take the matter higher. • At 3:30pm, I tried calling both rooms [REDACTED] (parents and son), twice, and no one answered my calls. • I asked the team to leave the matter alone for now, especially given the aggressive treatment by the guests. • It's worth noting that they were taken for a walk on 18th April. 		
4/21/2020	Unified Security	Crowne Plaza	Guest Issue	<p>Report from Nigel Coppick (State Manager):Crowne Plaza – Room 747 Incident Report</p> <p>21/04/2020 'At approximately 1345 mental health nurse [REDACTED] asked if a security guard can attend with her to room 747 for a welfare check. [REDACTED] knocked on the door as the elderly male opens the door and the [REDACTED] son comes to the door to play with us. The male then drags his son inside and begins to become very aggravated and HIGHLY aggressive towards myself and the nurse.He began to say that he would call 60 minutes and the Police due to [REDACTED] from DHHS apparently telling him, "no more food will be provided for his [REDACTED] child and he can piss off and order Uber eats." [REDACTED] attempted to calm him down and the male kept on going with his outburst, claiming his child has not eaten in 48 hours. The male then ranted on about how he is an Australian and he should not be treated this way. After finishing his rant, the male was extremely rude to [REDACTED] and did not allow her to speak. He slammed the door in our faces, came back and yelled, "I'm</p>		AO notified		<p>Nigel Coppick Victorian State Manager Victoria Office [REDACTED]@unifiedsecurity.com.au <small>Personal Information</small></p>

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				calling 60 minutes and the police because the way he was treated was disgusting." [Personal] and I stood outside as we awaited further instructions on what to do and all we could hear was the male shouting very aggressively as his wife was attempting to calm him down by saying, 'stop screaming, it is not good for the child's development' [Personal] and I got the instruction to knock on his door, as [Personal] from DHHS was trying to get a hold of him on it. The male did not answer the door, which then prompted us to go back to our office and wait for the authorised officer to arrive.'					
4/22/2020	Unified Security	Novotel South Wharf	Guest Issue	<p>Report from Nigel Coppick (State Manager):</p> <ul style="list-style-type: none"> • At Approximately 2130hrs male exited room ([redacted]) and requested immediate medical attention. • Male complaint of chest tightness, short of breath, high anxiety and yelling words of self-harm. • Guards notified onsite Supervisor. • Site supervisor notified onsite nurses. • Male had called ambulance to attend. • Police and Ambulance arrive on site at approximately 2210hrs • Males partner is currently on [redacted] • Both parties have a history of domestic violence and have been separated on arrival as per DHHS instructions. • Male was transported to hospital by ambulance and returned at 4:30am. • Safe steps are working with DHHS on placing both parties in the same room. 	Emergency services called.	Y	DHHS Working with impacted guests.	<p>Nigel Coppick Victorian State Manager Victoria Office [Personal]@unifiedsecurity.com.au [Personal Information]</p>	
4/23/2020	Unified Security	Crown Metropol	Complaint against guards	<p>Formal whistleblower complaint received via Crown Resort whistleblower service regarding the conduct of Unified Security Guards at Crown Metropol. Five main allegations:</p> <ol style="list-style-type: none"> 1. Security staff were provided with, and consumed, beer while on duty 2. Security staff sexually harass and intimidate female colleagues 3. Security staff were involved in an altercation in the hotel that required police intervention 4. Security staff are charging 12 hours work for sub contractors, but only tasking 	Company undertook formal investigation into complaint and provided formal response to the Department. All complaints were denied.	Y	Contract Manager contacted DJPR ground staff to investigate claims. DJPR ground staff have not witnessed any actions that would verify the complaints. Formal company response and DJPR ground team perspective used to close matter.	<p>Nigel Coppick Victorian State Manager Victoria Office [Personal]@unifiedsecurity.com.au [Personal Information]</p>	

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				staff to work 6-7 hours, and taking the remaining money for themselves 5. Unified are paying less than award wages.							
4/28/2020	Unified Scurity	Rydges	Safety Issue	Unified Security provides security services at Rydges - a designated 'red hotel' for COVID-19 positive guests. There is currently no formal process for Unified Security being informed when a COVID-19 positive guest is transferred from a hotel to Rydges. This presents a safety concern for Unified staff, who may not be aware of arrivals, leaving them unprepared. Unified could also be left under-staffed should an influx of COVID-19 positive guests be transferred to Rydges. Unified has requested that a process be developed by Victorian Government for the management of this.	Company lodged formal request to DJPR for guidance on the management of the transfer of COVID-19 positive guests to Rydges.	N	DJPR emailed DHHS on 30/04/2020 to request details of arrangements in place for the transfer of COVID-19 positive guests to Rydges.		Nigel Coppick Victorian State Manager Victoria Office Personal Information [REDACTED]@unifiedsecurity.com.au Personal Information [REDACTED]		
4/30/2020	Unified Security	Novotel South Wharf	Safety Issue	Disposal of used PPE in regular bin with lunch waste instead of in Bio Bin.	Company issued formal memo to all staff requiring that PPE be disposed of correctly.	Y	Company issued formal memo to all staff requiring that PPE be disposed of correctly.		Nigel Coppick Victorian State Manager Victoria Office Personal Information [REDACTED]@unifiedsecurity.com.au Personal Information [REDACTED]		
5/4/2020	Unified Security	Holiday Inn, Flinders Ln	Safety Issue	Guard showing symptoms of COVID-19.	Guard immediately removed from site and tested for COVID-19.	N	Awaiting result of test. Emil notification 09/05/2020 guards test results were negative for C19 Allie Jarvis		Nigel Coppick Victorian State Manager Victoria Office Personal Information [REDACTED]@unifiedsecurity.com.au Personal Information [REDACTED]	8498	Not required

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<p>5/9/2020</p>	<p>Unified Security</p>	<p>Novotel on Collins</p>	<p>Guest Issue</p>	<p>Report from Nigel Coppick (State Manager):</p> <ul style="list-style-type: none"> • At around 1930hrs, reports that the occupant of Room [REDACTED] 1 x male, was intoxicated. He had called nurses and Novotel reception to tell them there were bugs behind his TV and he had taken the TV off the wall and placed it in the corridor. When he was talking to people, he seemed to be going off on tangents. • We attended the area outside the room with DHHS, AO's, Nurses at approx. 1940hrs. We stayed several rooms away from the actual room so that we didn't get his attention. The nurse said that the guest suffers from alcoholism and was allowed to be issued with alcohol. I believe he had been issued 2 x bottles of wine in the evening. • They said that the guest had just called reception or nursing staff and said the he is a psychopath and that he is going to hurt a lot of people in the hotel. He'd also said words to the effect "this is going to be your worst nightmare" • DHHS contacted the Police and said they wanted them there when they opened the room to check on him. • There was a lot of discussions between the departments on what will happen. I organised for 6 x security staff to be in the corridor outside the room so we could control the scenario if things got out of hand. We didn't know the person we were dealing with and wanted to ensure the safety of nurses and all departments involved • Police arrived approx. 2020hrs. They said they had no real authorisation to enter the room. Checked with their superiors as to what laws had been broken. Stated they were on site for public order only. • We had not heard or seen any movement in the room for almost an hour and I asked to check the Novotel reception if they had heard anything, they hadn't. • We spoke with Novotel and they took us into a room on the opposite side of Room [REDACTED] to see if we could see inside Room [REDACTED]. From our view point, we could not 	<p>See incident details.</p> <p>Update from Allie Jarvis (program Manager, Safety, DJPR) on 10 May:</p> <p>I have followed up [REDACTED] DHHS site lead today re the answers to my questions and a few more.</p> <p>The Guest was returned to the hotel at 0430 this morning Sunday 10/05/2020. DHHS have interacted with him today. There is no mitigation currently in place other than to allow him 2 bottles of wine per day!</p> <p>The guest will be supplied with 2 bottles of wine daily – at the recommendation of DHHS</p> <p>I have asked [REDACTED] to check with DHHS if they have also put in a personalised management plan for this guest – with regard to the alcohol and his exhibited OVA/ damage to the hotel.</p> <p>I also asked [REDACTED] to check with DHHS today if quarantine was the most appropriate place to manage this guest – noting that that DHHS have signed off on the alcohol (who is paying for this?) AND not put</p>	<p>N</p>	<p>DJPR to discuss with DHHS EOC.</p> <p>E meeting took place Monday 11 May 2020 DJPR [REDACTED] [REDACTED], A Jarvis; DHHS [REDACTED] [REDACTED] to discuss the event. DJPR safety expressed concerns for the IP Guest, and for the safety and security of all staff onsite. And Individual (personalised) management plan will be developed and documented for this guest by the CART team and DHHS and shared with site staff to ensure guest and staff safety. emails regarding the outcomes of this event are held. A Jarvis 16/05/2020</p>	<p>[REDACTED]</p>	<p>Nigel Coppick Victorian State Manager Victoria Office [REDACTED]@unifiedsecurity.com.au [REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
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see inside the room because lights appeared to be off. Please note that the room which was entered had not been occupied at all.

- The nurses said they are going to do a doorway check. I had been issued a master swipe card from Novotel reception and we opened the door for the nurses. They said the male was asleep on his bed, he appeared to be breathing and appeared to be snoring.
- There was a lot of discussion back and forth by all departments and it was decided they are going to call an ambulance and get him assessed. At around 2120 hours, it was decided that departments will leave the area and wait for the ambulance. Security stayed on site at corridor, we had a team of 4.
- At approx. 2130hrs, the nurse that had previously attended and 2 x other mental health nurses attended. They mentioned they were doing a handover and had discussions about what has happened.
- They stated that they needed to do a welfare check on the guest to make sure he was breathing, etc. They checked the room and confirmed he was sleeping on his bed
- As we were closing the door quietly, the guest suddenly opened the door and started being abusive towards our duty manager, [Personal Information] was moving backwards and trying to de-escalate the guest. He was swearing and yelling and saying that we have breached his international rights and no one should enter his room, etc. [Personal Info] and 3 other security staff were moving backwards and trying to calm down the male. [Personal Inform] picked up a chair as he was walking backwards as a barricade between the security team and the guest. The guest was extremely aggressive. During this process I called the security Team Leader and told her to send Police up to the level from the Lobby as they were still on site
- Myself and the 3 x mental health nurses were behind the guest and a safe distance and witnessed what was happening. After [Personal Info] had talked the guest into returning to his room, the guest started heading in

in any risk mitigations they have currently shared (since 0430 this morning)

Is the guest(s) either side of this room safe? Are our staff and DHHS nursing staff safe? - and while we have security on site; reading the briefing below - there were 7 staff (4 security and 3xDHHS MH nurses) and Vic Pol involved in this matter

This gentleman is on day 5 and is not due to leave until the 19th of May.

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the direction of myself and the mental health nurses. We continually moved backwards just passed room [REDACTED]

- The mental health nurses and myself were trying to de-escalate and asked if he wanted us to open his room for him. He started raising his voice and being abusive and didn't want to go back to his room.
- Within moments, Police arrived and arrested the male without incident. The male was abusive towards Police and they ensured he was handcuffed and put a face mask on him to walk him out.
- The Ambulance was on site and they agreed to take him off site for assessment. The guest was still abusive until he got loaded into the Ambulance.
- They were off site approx. 2215hrs.

[Personal Info] and myself went to meet with DHHS, AO's and nursing staff. They are all writing reports. The mental health nurses praised [Personal Info] on the way he handled the situation and the way he de-escalated the guest. They said it was a text book performance and stated that it could not have been handled better.

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5/10/2020	Unified Security	Rydegges on Swanston	Complaint against guards	<p>Report of harrasment received from hotel and nursing staff on 11 May 2020:</p> <p>The following were the issues that were raised:</p> <ul style="list-style-type: none"> - Harassment towards staff, repeated comments such as "eat you're skinny" - Intimidating body language and "leering" comments towards nurses - Speaking to female hotel staff in ways that are overly friendly and "hitting on" them, <small>Personal Informa</small> one of the supervisors has been involved in this - Inappropriate comments towards female staff that are suggestive or 'go too far', including from a supervisor, the attitude is of disrespect towards females - Feeling like it is a 'dictatorship', the general attitude from security is 'condescending' and staff are feeling 'intimidated'. Security have said to hotel staff that 'nurses need to know their place' - Security guards raising concerns repeatedly about 'procedures and policy' and requesting nursing staff get in the lift with Covid positive guests when this has not been agreed procedures. Many of these issues have occurred during transfer of guests highlighting importance of transferring guests during DHHS hours. - Security have accessed the commercial kitchen repeatedly despite being asked not to by hotel. The hotel staff member has taken numerous steps to stop this i.e asking them not to, emailing manager, putting up signs, blocking the door with a table with each of these steps being disregarded and security continuing to access the kitchen. This puts hotel at risk for food safety regulations and is concerning as basic instructions are not being followed <small>Personal Informa</small>, a guard last night was involved in the above point towards a nurse last night. - They are very argumentative and have told multiple nursing staff about PPE procedures - Inappropriate use of resources including: <ul style="list-style-type: none"> • they have been requested multiple times by hotel not to use the commercial kitchen and have kept entering the kitchen regardless and have 'helped themselves' 	<p>Company stood down entire security crew on evening of receipt of complaint and conducted an investigation into the complaints. Three senior staff had their employment terminated, and all remaining staff were shifted to alternative sites. Further actions undertaken:</p> <p>A full replacement team including Management leads has been embedded at this location moving forward effective 1800Hrs on the 11th of May 2020.</p> <ul style="list-style-type: none"> • Mo Nagi Operational lead Manager Unified Security will attend daily. • Nigel Coppick State Manager Unified Security to become escalation contact for any and all operational concerns. • All personnel working across the COVID19 operational space to complete Toolbox talk on Bullying and Harassment with a close out date of Wednesday the 20th of May 2020 • Nigel Coppick to be added to all broadcasting of communication from DJPR, to ensure continuity. • Redeployment of field staff working at Rydegges to other 	Y	Response deemed acceptable.		<p>Nigel Coppick Victorian State Manager Victoria Office <small>Personal In</small>@unifiedsecurity.com.au <small>Personal Information</small></p>	<p>DJPR investigation Ongoing conducted by <small>Op Sfty Adv.</small></p> <p>Security Company bullying & harrasment policy supplied</p>
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			<p>to food/plates etc</p> <ul style="list-style-type: none"> • PPE is 'walking away' i.e. PPE packs that were distributed in advance that were packed for security with sufficient supply for 24 hours. Staff then approached nurses requesting more saying none had been packed and received more (different nursing staff on shift). We can start looking at a log of these. <p>We asked if there were any staff that seemed to be respectful and working well at hotel as it is not every staff member involved in this.</p> <ul style="list-style-type: none"> • Grey haired man who speaks Arabic who is on this evening for night shift • Personal Information who always wears a high vis vest • One that is from America Samoa 	<p>locations</p> <ul style="list-style-type: none"> • Whistleblower email address has been created for internal staff to communicate concerns <p>confidentiality – email Personal Information@unifiedsecurity.com.au</p> <p>internal broadcast has been communicated to all field staff.</p>					
6/14/2020	MSS Security	Stamford Plaza	Safety Issue	<p>Public health concern raised by DHHS:</p> <p>I entered the hotel today to find the 70 security for Stamford standing shoulder to shoulder in a room 6x6 metres. I spoke to the head security Personal Information to remind him about social distancing and rules of groups gathering. He advised me his meeting was more important than the rule. I advised him he can not gather in those numbers and not social distance. I suggested he break his team meeting into smaller numbers and use a larger area such as downstairs so that security can stand apart from one another.</p> <p>Nurses have raised concerns that they have tried to address the PPE breaches with security previously and have not succeeded. The security have been observed to wear full PPE to the toilet, gloves in the bathroom, not wash hands after toileting (women and men), wearing gloves all day, touching their clothes, phones, faces etc. Yesterday I have them the PPE procedure and a video showing them how cross contamination occurs and</p>	<p>Formal meeting held with MSS Security to discuss issues and rectify.</p> <p>Some counter-concerns raised:</p> <p>On Friday 19/6 we had a positive guest that was moved from room 507 out of the building and taken via patient transport. Now from our perspective this definitely something that Security should have been across for obvious reasons., and we're not. We had movement in the foyer, in and around lifts and our floor guards we're unaware, essentially all unprotected.</p>	Y	DHHS delivering safety training program with all security staff.	Personal Information	Business Manager Client Services

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how easy it happens. I have seen a decrease in glove use however the gathering this morning is a huge concern. Nurses also advised that as the 70 were leaving the hotel they were hugging each other etc.

There are positives from this flight that remain in the hotel (one child tested positive and family of [redacted] negative) however it is unlikely the child is the only positive guest given he was unlikely to not touch anything on the flight.

On Saturday, 20/6 at 1830 hrs M/H Nurse [redacted] decided to take a M/H guest [redacted] out for a cigarette. AO or security were not present nor AO or security informed. As we all know this is not the correct protocol. As it turned out the guest was left on her own down in the Foyer walking around whilst the [redacted] went on a search for a room key to take her back to her room. This caused a panic throughout the building.

I don't think I need to go into detail or number the reasons why these situations are unacceptable but can only hope after our meeting moving forward, that communication will be implemented and identified as an important part of this operation here at STAMFORD PLAZA.

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6/25/2020	MSS Security	Sheraton Four Points	Guest Issue	<p>Guest leaving room and taking lift down to lobby without authorisation.</p>	<p>Report from ██████ MSS Security:Up until Monday 22nd of June, we have had two guards positioned per floor at the Sheraton Four points. One has been stationed at the lifts and the other has been positioned at the emergency exit door. As part of the review of security overlay, we were instructed to reduce the number of floor guards to 1. The single guard now needs to rove around the level, listening out for any room doors that open and reacting accordingly. On this occasion the guard had finished his patrol and returned to his base position he sat down and then was on the phone. The guard did not hear the room door of the guest open and because a hotel staff member had previously been walking around that floor, he assumed it was the staff member again. The guest was wearing his mask as was the staff member so he didn't identify him until he noticed the person wasn't wearing shoes. At this point the lift door had closed. The guard then immediately radioed down to the foyer guards and the guest was intercepted coming out of the lift.</p>	Y	Guard stood down.		<p>█████ Business Manager Client Services</p>		
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The guest was then quickly escorted back to his room where he explained he didn't know the process and wasn't sure what he needed to do to go for a cigarette break. The guard was stood down, pending an investigation and removed from all future hotel shifts. Please see incident report from the guard attached. We have reiterated to all guards not to use their mobile phone whilst on shift and to be alert and vigilant, especially now with the reduced numbers. We will also look at the possibility of using the hotel cctv system to help monitor the guards whilst on shift to ensure they are not distracted by their phones.

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From: Jamie Adams
Sent: Thu, 2 Apr 2020 12:03:20 +1100
To: PPO (DEDJTR); Anthony Bandiera; Personal Information
Cc: Katrina Currie (DEDJTR)
Subject: RE: Hotels Work - Notes from our discussion

Good morning PPO

Anthony Bandiera will be leading up this project should we be required to provide staffing to the hotel locations in the Metro and Geelong areas. I have copied Anthony into this email, as well as Personal Information who heads up our Operations team.

We are familiar with the POC arrangements however would just like to confirm there will be no requirement for a Bank Guarantee for this project (our pricing assumes this to be the case)?

Our Pricing has been provided in the table below and falls in line with the ceiling rates under the SPC we have with the Victorian Government.

	Monday to Friday Day (12 hrs)	Monday to Friday Night (12 hrs)	Saturday	Sunday	Public Holiday
Security Officer	\$44.25	\$52.82	\$64.00	\$83.74	\$103.48
Concierge Officer	\$44.25	\$52.82	\$64.00	\$83.74	\$103.48
Security Supervisor	\$48.93	\$58.48	\$70.94	\$92.94	\$114.94

All rates are expressed as GST exclusive and will be charged at a minimum 4 hour charge per officer per engagement.

With regard to resources as discussed with Katrina we believe we can source at least 100 officers, and possibly 50 more if required. As a guide we expect we could source 20 officers within 24 hours, 50 within 72 hours and 100 within 5 days, across various locations.

We do not have sufficient PPE for all staff currently – masks, gloves and sanitiser – however we are expecting deliveries in some quantities within the next 3 weeks. Our rates do not provide for this PPE and would be on-charged at cost + 10%, for which we would be happy to provide receipts. In the interim we would require the Department to provide PPE until our supplies arrive. (Note masks are N95-type).

As at current date our staff have not undertaken the COVID-19 Training on the Australian Government website. Largely access has been difficult due to the volume of people undertaking the training, however I was able to access and complete the training today myself so I believe this should be able to be facilitated in the future. MSS Security has however been providing regularly training and updates with identical information to all our employees for several weeks now so we believe our employees are well-versed in the available information. We will ensure wherever possible (based on accessibility) all staff undertake the training prior to deployment.

We await your further advice in regards to potential commencement and stand ready to assist as required. On another note please be advised based on our contract execution requirements a POC will need to be executed by our Directors who are all based in Sydney so this may take some days in the current environment given MSS Security management are almost exclusively working remotely at the moment. However we are more than prepared to commence pre contract execution is required on the basis we are proceeding to contract execution stage.

Please feel free to contact me should you require any further information.

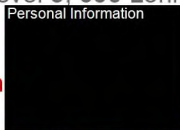
Best Regards,

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

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w www.msssecurity.com.au



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From: PPO [REDACTED] (DEDJTR) [Personal Information] [REDACTED]@ecodev.vic.gov.au]
Sent: Thursday, 2 April 2020 10:41 AM
To: Jamie Adams [Personal Information] [REDACTED]@msssecurity.com.au>
Cc: Katrina Currie (DEDJTR) [Personal Information] [REDACTED]@ecodev.vic.gov.au>
Subject: RE: Hotels Work - Notes from our discussion

Hi Jamie – I work with Katrina Currie at DJPR and she has asked me to assist her with managing the security arrangements at hotels receiving incoming international travellers to serve out their compulsory isolation period.

I have been in touch with our procurement team regarding your query on the form of contract for this engagement, and they have advised that a Purchase Order Contract under the State Purchase Contract for Security Services that you have in place with the Victorian Government would be best. It would be great if you could update your costings accordingly using this template:

	Monday to Friday Day (12 hrs)	Monday to Friday Night (12 hrs)	Saturday	Sunday	Public Holiday
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

I am in touch with our coordinator on hotels for this project and will let you know as soon as I have details on which hotels we will require security support. I understand that this doesn't help you in framing costing and apologise. However, I can advise that we would look for an initial engagement period of approximately four weeks with the option to extend for up to a further two months depending on need.

It would also be great to get detail on the following:

- Whether you have the required Personal Protective Equipment for staff.
- Whether staff have completed online COVID-19 awareness training.
- Capacity to scale up quickly – a sense of how long it would take for you to deploy at a designated hotel.

I can act as your point of contact for any issues or queries that you have on this. Please feel free to contact me via email or mobile (details below).

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Inform [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)

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From: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>
Sent: Monday, 30 March 2020 11:28 AM
To: PPO Personal Information (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>
Subject: FW: Hotels Work - Notes from our discussion

From: Jamie Adams Personal Information [@msssecurity.com.au](mailto:msssecurity.com.au)>
Sent: Monday, 30 March 2020 7:25 AM
To: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>
Cc: Cameron Nolan (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>; David Clements (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>
Subject: RE: Hotels Work - Notes from our discussion

Good morning Katrina,

Appreciate your response last night and hope to respond to each of your questions/ concerns below.

In the first instance if you are able to advise the form of contract we can expect for this work, that is will this be in the form of a Purchase Order Contract under the current SPC arrangement with the Victorian Government? This may have some bearing on cost dependent on payment terms and any other special conditions which may exist impacting direct or indirect costs.

With regard to the indicative rate I provided, this does not include public holiday additional costs given we are unable to accurately determine either the proposed commencement date or the

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duration this work may be required. If you are able to advise how you would like the quote/ rates provided – Hourly schedule of rates, flat rate, weekly rate etc. – I'll be happy to provide a more accurate quote taking into consideration the proposed form of contract.

We note your expectation all officers engaged for this work are remunerated in accordance with a valid industrial instrument which meets the requirements of the SSIA 2010. MSS Security engages directly employed staff under the MSS Security Victorian Enterprise Agreement 2017, which meets or exceeds all wage rates, allowances and shift penalties stipulated within the Award. With respect to our subcontract partners, our subcontracts stipulate the requirement to meet the SSIA requirements at minimum. Our partners are selected on this basis, these arrangements are formalised in contract and we undertake periodic audits of our partners and their employees to confirm compliance to this requirement.

I await your further advice regarding reporting requirements, potential site visits for the purposes of undertaking Risk Assessments and potential commencement of services.

Regards,

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

Personal Information

Personal Information

@msssecurity.com.au

www.msssecurity.com.au



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From: Katrina Currie (DEDJTR) Personal Information @ecodev.vic.gov.au

Sent: Sunday, 29 March 2020 11:43 PM

To: Jamie Adams Personal Information @msssecurity.com.au

Cc: Cameron Nolan (DEDJTR) Personal Information @ecodev.vic.gov.au; David Clements (DEDJTR) Personal Information @ecodev.vic.gov.au

Subject: RE: Hotels Work - Notes from our discussion

Hi Jamie

Thanks for your notes of our earlier conversation. I note that your average pricing is likely to be \$51 per hour per worker covering all shifts over a 24 hour period. I assume this average rate is inclusive of weekend/public holidays as well as overnight rates. Are there any other management or overhead costs proposed for this engagement or is the \$51 per hour inclusive of this?

Please note that I will also require your written assurance that staff will be paid in accordance with relevant award conditions including any shift or other allowances. Please advise also whether the staff are employed as ongoing permanent, part-time or full-time or casual staff (or a mix).

I note your earlier advice that PPE may be an issue. Can you please provide advice in writing of the numbers of daily gloves/masks required once we confirm numbers for each site.

In all likelihood we will make other arrangements for the delivery of food to guest rooms but we will have to advise once we have details of the sites.

We are keen to ensure this initiative supports Victorians who may otherwise have been displaced from their jobs. I will come back to you with further advice on information we will be seeking about the staff you have engaged for this project and their circumstances prior to this engagement.

The quote is required now to ensure we can prepare a contract and raise a purchase order. Your early advice would be welcome.

I will touch base tomorrow to let you know how things are progressing.

Kind regards

Katrina

Katrina Currie

Executive Director | Employment, Inclusion

Department of Jobs, Precincts and Regions

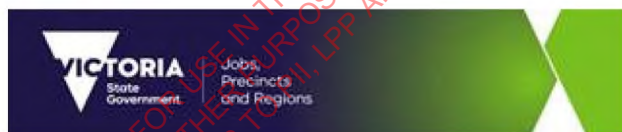
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information @ecodev.vic.gov.au

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From: Jamie Adams Personal Information @msssecurity.com.au>

Sent: Sunday, 29 March 2020 3:46 PM

To: Katrina Currie (DEDJTR) Personal Information @ecodev.vic.gov.au>
 Subject: RE: Hotels Work - Notes from our discussion

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

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From: Jamie Adams

Sent: Sunday, 29 March 2020 3:43 PM

To: Personal Information @ecodev.vic.gov.au

Subject: Hotels Work - Notes from our discussion

MSS one of 3 companies at this stage, maybe more

1 site at Crown – Metropol, Promenade, Crown Towers – all done and assigned to other companies

2 other sites following Monday and Tuesday's confirmations re flights incoming

Have to be available Monday or Tuesday to do a Risk Assessment

Walk Through of site to be conducted to assess Access and Exit points and site specific instructions will be provide for each

All about Verbal De-escalation of people want to abscond. Vic Pol will have a presence at each site (likely)

Sufficient staff to cover all critical areas – Reception to deal with family members to drop stuff off etc. – arranging escorts for smokers

Each site will be different

Crown has security delivering foodstuffs and collecting rubbish

PPE required – Masks, gloves, Hand Sanitiser

People are being spaced in – bus by bus

We will get a heads up from DHHS rep on site

Anyone with health concerns will be re-directed away from hotels and won get on buses, only people without symptoms

Sorted into particular hotels – soft handover – AFP will handover to Vic Pol person on bus who will take over – DJPR person on site

Any issues with people absconding or getting aggressive – Vic Pol – health DHHS – DJPR for any personnel issues (I don't like my lunch stuff)

We will get FAQ's

Main requirements will be meal deliveries and rubbish collection, could be staff on each floor etc. May be asked to escort to recreation areas or smoking issues

Evac protocols need to be established

All staff need to do the COVID-19 on-line training – link as follows: <https://covid-19training.gov.au/index.html> can be replaced by our information

Issues with enrolment due to volume

Meals will be labelled for rooms and produced largely on site. Guards will need to deliver appropriately.

DHHS, Medical, VicPol and DJPR

Need to be signing confidentiality agreements – no special format.

Likely stand up sites are Mercure Welcome in Melbourne, 4 Points by Sheraton, maybe Novotel Melbourne on Collins, Novotel Geelong, Travelodge Hotel in Docklands

Cameron Nolan will be key contact

Data to be provided on jobs saved as a result of this potential additional work

Food will not be provided for security personnel by department – can leave site to source food. Storage on site is likely to be available but to be confirmed as part of site visits.

If there is anything I have missed let me know. As an indication I expect the hourly cost for 1 officer x 24 hours per day x 7 days per week will be \$51.00 per hour ex GST, but can confirm once we have a clearer indication of numbers etc.

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

Personal Information
[Redacted]

Personal Information [\[Redacted\]@msssecurity.com.au](mailto: [Redacted]@msssecurity.com.au)

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From: PPO (DJPR)
Sent: Tue, 23 Jun 2020 15:58:43 +1000
To: Greg Watson
Subject: COVID Training Records

Hi Greg – It was good to put a face to the name in that meeting with DHHS yesterday. I hope that activity that will result from that meeting will serve us all well going forward.

I am hoping that you can provide me with the records of completion for the online COVID safety training module for your staff. I have been asked to collect these from all security providers for central storing. Is this something that you are able to provide?

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: PPO (DJPR)
Sent: Tue, 23 Jun 2020 14:00:07 +1000
To: Anthony Bandiera
Subject: COVID-19 Training

Hi Anthony – You mentioned yesterday that your staff have been completing the online COVID-19 training module as per the requirements of the contract. Are you able to provide me with the records of completion for your staff? I've been asked to store these for all security staff centrally.

PPO
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Nigel Coppick
Sent: Wed, 24 Jun 2020 17:21:48 +1000
To: PPO (DJPR)
Cc: David Millward
Subject: Re: Social Distancing Breach
Attachments: image001.png, image002.png, image003.png, image004.png, image005.png, image006.png, image007.png, image009.png, image010.png

Hi [Redacted]

Many thanks

Kind Regards,

Nigel Coppick
National Operations Manager

Victoria Office
Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia

Personal Information [Redacted]@unifiedsecurity.com

.au
Personal Information [Redacted]
Personal Information [Redacted]
Personal Information [Redacted]



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On 24 Jun 2020, at 5:15 pm, PPO (DJPR) <[Redacted]@ecodev.vic.gov.au> wrote:

Thanks Nigel, I will forward this to my team leader. I will have to get back to you on the records.

PPO [Redacted]
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [Redacted]
Personal Information [Redacted]@ecodev.vic.gov.au

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[<image001.png>](#)

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From: Nigel Coppick Personal Info @unifiedsecurity.com.au>
Sent: Wednesday, 24 June 2020 5:12 PM
To: PPO (DJPR) Personal Information @ecodev.vic.gov.au>
Cc: David Millward Personal Info @unifiedsecurity.com.au>
Subject: Re: Social Distancing Breach

Good Afternoon PPO

In reference to the below email I would like to provide you with some overview:

Field Office Personal Information
Field Office Personal Information

At the time of this incident it was identified by the team lead supervisor who then advised the Operational Service Lead Mo Nagi.

Actions was taken immediately and both personnel where terminated with immediate effect for breaching the following;

- Unified Induction
- National COVID19 online training
- Unified COVID19 Policy
- Unified PPE Process

As you are aware Unified Security has been diligent in its approach to the Health and Safety of its employee's through this operation and everyone that has been involved in this space including Hotel Personnel, DJPR, DHHS, Nursing staff and all other parties involved, across 10 locations including the Red Hotel.

We have also offered up initiatives such as logging personnel entering and also temperature testing. We have also added the Vic Government PPE Advise 2.2 (11th June 2020) to our mandate

I have all documents scanned however, due to large Volume it would be better to send you a USB with all documents enclosed? What would be the best way to have this delivered to you?

Regards

Kind Regards,

Nigel Coppick
National Operations Manager

Victoria Office
Unit 6/109 Whitehorse Road

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Blackburn VIC 3130 Australia

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SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HO
BART

On 24 Jun 2020, at 10:30 am ^{PPO} [REDACTED] (DJPR) ^{Personal Information} [REDACTED]@ecodev.vic.gov.au> wrote:

Hi Nigel – My team leader has asked for a response from Unified Security regarding the photo in The Age today showing staff breaching social distancing rules. Particularly, we are keen to know:

- Have the staff been identified?
- Has follow up been undertaken with each of these staff?
- What measure Unified Security is taking regarding expectations / rules from staff for today's and future shifts?

Further, can I please get written confirmation that all staff deployed to hotel quarantine sites have undertaken the mandatory COVID-19 online training module cited in your contract. We also note that these records are in the process of being provided to us for central storage.

It would be good to get this response by COB today. Please feel free to contact me should you have any queries.

^{PPO} [REDACTED]

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

^{Personal Information} [REDACTED]

^{Personal Information} [REDACTED]@ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au

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From: PPO (DJPR)
Sent: Wed, 24 Jun 2020 10:32:52 +1000
To: DJPR COVID Accom-Lead (DJPR)
Subject: RE: follow up for security

Hi Rachaele – All providers have confirmed verbally that all staff deployed to quarantine hotel sites have completed the online COVID-19 training module. All providers are already in the process of sending through records of completion for all staff for central storage, which will confirm that all are compliant.

I have relayed the media related request to Unified for a response by COB.

Wilson will be sending through their temperature testing procedures shortly.

PPO
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Inform @ecodev.vic.gov.au

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From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>

Sent: Wednesday, 24 June 2020 8:07 AM

To: PPO (DJPR) Personal Information @ecodev.vic.gov.au>

Subject: follow up for security

H PPO

Can you please undertake the following with these security companies:

UNIFIED

- Can you please seek written confirmation that each of their staff deployed to hotel quarantine has undertaken the mandatory training cited in their contract. I require written confirmation that each person deployed has undertaken this training, and a statement describing how these records are kept at Unified.
- Priority by Friday is:
 - any staff deployed to Rydges for the month of May
 - subcontracted staff deployed to Rydges for month of May
 - staff currently deployed to Crown Pomenade and Crown Metropol
- All other staff deployed since 29 March until this week, at all hotels, by COB Monday
- By COB today I also require a response from Unified regarding the photo in The Age today showing their staff breaching social distancing rules – have the staff been identified, has follow up been

undertaken with each of these staff, and a general update on expectations / rules to all staff for today's shifts.

MSS

- Can you please seek written confirmation that each of their staff deployed to hotel quarantine has undertaken the mandatory training cited in their contract. I require written confirmation that each person deployed has undertaken this training, and a statement describing how these records are kept at MSS.
- Priority by Friday is:
 - any staff deployed to Stamford for the month of May and June
- All other staff deployed since 29 March until this week, at all hotels, by COB Monday

Wilson

- Can you please seek written confirmation that each of their staff deployed to hotel quarantine has undertaken the mandatory training cited in their contract. I require written confirmation that each person deployed has undertaken this training, and a statement describing how these records are kept at Wilson.
 - All staff deployed since 29 March until this week, at all hotels, by COB Monday
- Can you also please seek the detail on temperature testing that Wilson has implemented – which instruments, what training and how are they recording this information.

Regards

Rachaele

Rachaele May

Operations Soteria (COVID-19)

DJPR Hotel Quarantine Agency Commander

djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions

402 Mair Street Ballarat, Victoria Australia 3350

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@agriculture.vic.gov.au

djpr.vic.gov.au

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From: Anthony Bandiera
Sent: Tue, 23 Jun 2020 14:02:42 +1000
To: [Redacted] (DJPR)
Cc: [Redacted] Personal Information
Subject: RE: COVID-19 Training

Hi [Redacted] no problems.

I will send them over a few emails as the file size will be huge.

Kind Regards,

Anthony Bandiera
Business Manager Client Services

Level 3, 650 Lorimer St Port Melbourne VIC 3207

[Redacted] Personal Information [@msssecurity.com.au](mailto:[Redacted]@msssecurity.com.au)



From: [Redacted] (DJPR) [Redacted] Personal Information <[@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)>
Sent: Tuesday, 23 June 2020 2:00 PM
To: Anthony Bandiera <[\[Redacted\]@msssecurity.com.au](mailto:[Redacted]@msssecurity.com.au)>
Subject: COVID-19 Training

Hi Anthony – You mentioned yesterday that your staff have been completing the online COVID-19 training module as per the requirements of the contract. Are you able to provide me with the records of completion for your staff? I've been asked to store these for all security staff centrally.

[Redacted] PPO
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
[Redacted] Personal Information
[Redacted] Personal Information [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)

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From: Greg Watson
Sent: Tue, 23 Jun 2020 16:04:14 +1000
To: PPO (DJPR)
Subject: RE: COVID Training Records

H PPO

Likewise and we found it a very constructive meeting. We have forwarded our safety process training materials on to Personal Information and Personal Inform and we are seeking to arrange a meeting with Personal Inform on site asap.

I am happy to obtain the records for you and I will follow up with our project team who are managing it. I'll come back to you with the records asap.

Regards Greg

Greg Watson
 n
 General Manager Regional Operations



Level 3, 6 E
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 Australia

Personal Information
 Personal Informa@wilsonsec
 urity.com.au
 www.wilsonsecurity.com.
 au



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From: PPO (DJPR) Personal Information @ecodev.vic.gov.au]
Sent: Tuesday, 23 June 2020 3:59 PM
To: Greg Watson Personal Information @wilsonsecurity.com.au>
Subject: COVID Training Records

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Hi Greg – It was good to put a face to the name in that meeting with DHHS yesterday. I hope that activity that will result from that meeting will serve us all well going forward.

I am hoping that you can provide me with the records of completion for the online COVID safety training module for your staff. I have been asked to collect these from all security providers for central storing. Is this something that you are able to provide?

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PPO

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Date	Company	Hotel	Incident Type	Incident Details	Company's response/ Incident investigation reference number	Resolved Y/N
2/04/2020	Unified Security	Crown Metropol	Contraband intercept	Report from Nigel Coppick (State Manager) 'A note to advise that security officers from Unified Security intercepted a delivery of what they suspect is marijuana as well as a homemade device for smoking marijuana at Crown Metropol. The items were delivered to a traveller under isolation inside a computer sent to the hotel via taxi. Unified Security has confiscated the items and have notified police.'	Police notified.	Y
7/04/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Complaint from hotel management: 'Male toilets misused (tissues, and hand gloves flushed and thrown on the floor, couple of toilets were clogged and had to be fixed). PPE not worn at all times. One of the guards was rude to the Food and Beverage Manager, including helping himself to the espresso machine which they were not entitled to.'	Response from Greg Watson (General Manager, Regional Operations): We will certainly deal with our staff and make sure this information is communicated. We appreciate the facilities being made available to staff and we will follow up to ensure that they are cared for. Also rudeness or poor customer service will not be tolerated and if the hotel advises our supervisor immediately we can take prompt action. PPE has been provided and staff have been requested to wear when in proximity to guests however masks were made optional after guests were processed into the hotel as our chief Medical Advisor had advised they may not be very effective unless the wearer has the virus. I certainly appreciate the perception is that masks look like more precautions are being taken. If the instruction is to wear masks all the time we can enforce that if that is the direction.	Y
10/04/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Report from DJPR ground staff: 'A nurse was providing medication to a detainee (room 802) and an altercation occurred and the detainee became aggressive to the Nurse. She was put in a vulnerable situation and had to leave the room. The two guards on the floor did not stand up and protect or provide the Nurse with any security.'	Guards in question stood down.	Y
10/04/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Report from DJPR ground staff: An incident in room 816 where a detainee attempted to smash the window, removed his wife from the room and barricaded himself in. [Person] senior Wilson staff member) was present to assist and it appeared that the guards on duty vacated the area and left [Person] on to manage this situation (no support for [Person] from his own staff). Police were called to deal with the situation and the fire brigade had to be called to break the down as the police do not have the equipment to do.	Response from [Person] (National Manager Corporate Risk): 'We are working on greater support and guidance for the security team at the Pan Pacific hotel. In the short term we have a management overlay (at no charge to Victorian Government) to support this operation, with [Person] [Person] and [Person] being present daily over the coming days. I will formulate a plan to address the security staff performance with the state and national teams and provide a plan to rectify the service issues and concerns you have raised. I will provide this plan in the next 24 hours, however please be assured we are working with our service partners to resolve the issues you are experiencing. The response and service failings you have experienced are not we consider appropriate, and we are embarrassed by the failings you have experienced. Please allow me to escalate your email and confirm an action plan back to you as soon as possible.'	Y
12/04/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Harassment Complaint: Person called to advise that there is a security guard. When breakfast came, he smiled at her. That was fine, when lunch came, the security guard asked her to turn around. He went to pull something out of his pocket, but said, no it's fine. Last night when dinner arrived, he was still there and started a conversation with her asking how many days she had left. Person advised she had 5 days left and he said "Oh thats not good, only 5. I wanted to ask you out". Person complained to the hotel and they had him moved. There is security footage of him approaching her room and knocking on the door. Person took notes of the time of day that this occurred.	Response from Greg Watson (General Manager, Regional Operations) 'I haven't heard of this complaint however I will follow up with the team as it is obviously unacceptable. If we can't ID the person I will come back for more details.'	Y
14/04/2020	Wilson	Crowne Plaza	Complaint against guards	Harassment Complaint: 'I have a guest at Crowne Plaza 813 that has received an inappropriate note under her door from a security guard. The note said something like "Hey hun, add me on snapchat" - she looked up his name and looked up on Facebook and it's a security guard and wants to complain. [Person] is his name - He took her outside a few days ago for outside time with 2 other guests and 2 other security guards.'	Response from Greg Watson (General Manager, Regional Operations) 'The guard concerned was on day shift and will not return. This has been implemented.'	Y
17/04/2020	Unified Security	Novotel on Collins	Injury	Report from Nigel Coppick (State Manager): Incident with guests where she injured herself and Ambulance and Police were called. •At approx. 1800 - 1830hrs, Security [Person] and Authorised Officer [Person] were called to a room on level 8 where a lady was threatening self harm because she was craving a cigarette. She apparently started throwing stuff around the room and appeared to break things •DHHS and the Authorised Officer were in communication with their superiors and tried to reach an outcome that was beneficial for all. A number of scenarios were suggested, such as the guest having a cigarette on Level 7 balcony or being taken to street level for a cigarette or being taken to the loading dock for a cigarette. After reviewing the locations, it was decided that the loading dock was the best place out of the public view. The guest would wear PPE and not be able to carry her mobile phone •Had discussions between Security, DHHS Team Leader, AO and the nurses. It was decided we would take the guest to the loading dock with 3 x security escorts [Person] DHHS and the AO. Nurses were extremely busy and could not attend. •The nurse contacted the guest via phone. Told her what was happening and told her to leave her mobile phone in the room and that she will be required to turn on mask and gloves prior to leaving the room •At approx. 1945hrs, I went to the loading dock to secure the area while [Person] attended the room with DHHS and AO. The Loading Dock leads onto Dame Etna Place, then onto Little Collins Street. It's a shared loading dock with Australia On Collins •The guest appeared to be in reasonable spirits while moving to and whilst on the loading dock. She was having her cigarette and the DHHS representative was talking to her •When she finished her cigarette at approx. 2000hrs, she appeared to lean on the railing and then appeared to be moving down to crouch down. It then appeared that she lost control of herself and she fell between the bottom rail and off the loading dock. She landed on her shoulder then her head hit the ground on the left side. The fall was approximately 3 feet and the fall was onto concrete •We rushed in as we saw her falling but as you know, we were not allowed to touch her. Standing back, we could see she was still breathing and she was laying on her front with her head to the side. •The AO contacted 000 for an Ambulance. DHHS and [Person] went upstairs to quickly get the nurses. Myself and the Team Leader, [Person] stayed in the loading dock with the AO. •I started talking to the lady and asking basic questions, she was talking and her eyes were open but she wasn't moving. I could not touch her to put her on her side but I asked where she was hurting and she said her head hurt. I asked if she hurt anywhere else but she just mumbled. I asked if she can breath ok and she said yes. I then told her that if she can move to lean on her side that would be good for her. She did this slowly and then started to sit up. I asked her to lay back down on her side in case she lost her balance again. •Nurses arrived within minutes and she was sitting up by that stage. They took over, checked the basics and spoke to the 000 operator to make sure the Ambulance was on it's way. They instructed [Person] to go and retrieve a Defibrillator from upstairs as a precaution •I went to the end of Dame Etna Place to wait for the Ambulance as I was speaking with Mo, then Police arrived approx. 2030hrs •Ambulance was on site approx. 2040hrs with paramedics assessing the guest. They decided to take the lady to hospital shortly after. •All people involved had a debrief with the nurse and she stated that we all acted as we should have in the sense of contacting nurses, emergency services, staying with the lady to talk with her and keeping a safe distance •At approx. 2130hrs a Vic Gov. emergency coordinator attended site to speak with the AO and with DHHS •Later tonight, we found out off Police that the lady actually suffered a broken jaw and will require surgery.	000 - Ambulance called and paramedics attended to guest. Guest transferred to hospital.	
20/04/2020	Unified Security	Crowne Plaza	Guest Issue	Report from Nigel Coppick (State Manager): Name: [Person Info] Room - 918 [Person] was very upset and aggregated, he would not adhere to direction from my team members on the floor. [Person] pushed his way to the lower floor, where he was meet by my Operations Manager. It was established that [Person] was quite upset that he could not purchase alcohol from the hotel as he only has an EFT card which the Crown Plaza Management would not at first accepted. [Person] also added that he is very unhappy with the food being provided. There was no Authorised Officer (AO) at the hotel at the time of this situation. We have been able to get the Hotel to agree to take a \$200 transaction which will last the male for 2 weeks. Police where also called and have issued the male with a warning.'	Police called.	Y

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10/05/2020	Unified Security	Rydegas on Swanston	Complaint against guards	<p>Report of harassment received from hotel and nursing staff on 11 May 2020:</p> <p>The following were the issues that were raised:</p> <ul style="list-style-type: none"> - Harassment towards staff, repeated comments such as "eat you're skinny" - Intimidating body language and "leering" comments towards nurses - Speaking to female hotel staff in ways that are overly friendly and "hitting on" them. [Redacted] one of the supervisors has been involved in this - Inappropriate comments towards female staff that are suggestive or 'go too far', including from a supervisor, the attitude is of disrespect towards females - Feeling like it is a 'dictatorship', the general attitude from security is 'condescending' and staff are feeling 'intimidated'. Security have said to hotel staff that 'nurses need to know their place' - Security guards raising concerns repeatedly about 'procedures and policy' and requesting nursing staff get in the lift with Covid positive guests when this has not been agreed procedures. Many of these issues have occurred during transfer of guests highlighting importance of transferring guests during DHHS hours. - Security have accessed the commercial kitchen repeatedly despite being asked not to by hotel. The hotel staff member has taken numerous steps to stop this i.e asking them not to, emailing manager, putting up signs, blocking the door with a table with each of these steps being disregarded and security continuing to access the kitchen. This puts hotel at risk for food safety regulations and is concerning as basic instructions are not being followed - [Redacted] guard last night was involved in the above point towards a nurse last night. - They are very argumentative and have told multiple nursing staff about PPE procedures - Inappropriate use of resources including: <ul style="list-style-type: none"> • They have been requested multiple times by hotel not to use the commercial kitchen and have kept entering the kitchen regardless and have 'helped themselves' to food/plates etc • PPE is 'walking away' i.e. PPE packs that were distributed in advance that were packed for security with sufficient supply for 24 hours. Staff then approached nurses requesting more saying none had been packed and received more (different nursing staff on shift). We can start looking at a log of these. <p>We asked if there were any staff that seemed to be respectful and working well at hotel as it is not every staff member involved in this.</p> <ul style="list-style-type: none"> • Grey haired man who speaks Arabic who is on this evening for night shift • [Redacted] who always wears a high vis vest • One that is from America Samoa 	<p>Company stood down entire security crew on evening of receipt of complaint and conducted an investigation into the complaints. Three senior staff had their employment terminated, and all remaining staff were shifted to alternative sites. Further actions undertaken:</p> <p>A full replacement team including Management leads has been embedded at this location moving forward effective 1800hrs on the 11th of May 2020.</p> <ul style="list-style-type: none"> • Mo Nagi Operational lead Manager Unified Security will attend daily. • Nigel Coppick State Manager Unified Security to become escalation contact for any and all operational concerns. • All personnel working across the COVID19 operational space to complete Toolbox talk on Bullying and Harassment with a close out date of Wednesday the 20th of May 2020 • Nigel Coppick to be added to all broadcasting of communication from DJPR, to ensure continuity. • Redeployment of field staff working at Rydegas to other locations • Whistleblower email address has been created for internal staff to communicate concerns confidentiality – email [Redacted] • Personal Info unifiedsecurity.com.au internal broadcast has been communicated to all field staff. 	y
14/06/2020	MSS Security	Stamford Plaza	Safety Issue	<p>Public health concern raised by DHHS:</p> <p>I entered the hotel today to find the 70 security for Stamford standing shoulder to shoulder in a room 6x6 metres.ml spoke to the head security [Redacted] remind him about social distancing and rules of groups gathering. He advised me his meeting was more important than the rule. I advised him he can not gather in those numbers and not social distance. I suggested he break his team meeting into smaller numbers and use a larger area such as downstairs so that security can stand apart from one another.</p> <p>Nurses have raised concerns that they have tried to address the PPE breaches with security previously and have not succeeded. The security have been observed to wear full PPE to the toilet, gloves in the bathroom, not wash hands after toileting (women and men), wearing gloves all day, touching their clothes, phones, faces etc. Yesterday I have them the PPE procedure and a video showing them how cross contamination occurs and how easy it happens. I have seen a decrease in glove use however the gathering this morning is a huge concern. Nurses also advised that as the 70 were leaving the hotel they were hugging each other etc.</p> <p>There are positives from this flight that remain in the hotel (one child tested positive and family of 5 negative) however it is unlikely the child is the only positive guest given he was unlikely to not touch anything on the flight.</p>	<p>Formal meeting held with MSS Security to discuss issues and rectify.</p> <p>Some counter-concerns raised:</p> <p>On Friday 19/6 we had a positive guest that was moved from room 507 out of the building and taken via patient transport. Now from our perspective this definitely something that Security should have been across for obvious reasons, and we're not. We had movement in the foyer, in and around lifts and our floor guards we're unaware, essentially all unprotected.</p> <p>On Saturday, 20/6 at 1830 hrs M/H Nurse [Redacted] decided to take a M/H guest 1307 out for a cigarette. AO or security were not present nor AO or security informed. As we all know this is not the correct protocol. As it turned out the guest was left on her own down in the Foyer walking around whilst the [Redacted] went on a search for a room key to take her back to her room. This caused a panic throughout the building.</p> <p>I don't think I need to go into detail or number the reasons why these situations are unacceptable but can only hope after our meeting moving forward, that communication will be implemented and identified as an important part of this operation here at STAMFORD PLAZA.</p>	y
25/06/2020	MSS Security	Sheraton Four Points	Guest Issue	<p>Guest leaving room and taking lift down to lobby without authorisation.</p>	<p>Report from Anthony Bandiera, MSS Security:</p> <p>Up until Monday 22nd of June, we have had two guards positioned per floor at the Sheraton Four points. One has been stationed at the lifts and the other has been positioned at the emergency exit door. As part of the review of security overlay, we were instructed to reduce the number of floor guards to 1. The single guard now needs to rove around the level, listening out for any room doors that open and reacting accordingly. On this occasion the guard had finished his patrol and returned to his base position, he sat down and then was on the phone. The guard did not hear the room door of the guest open and because a hotel staff member had previously been walking around that floor, he assumed it was the staff member again. The guest was wearing his mask as was the staff member so he didn't identify him until he noticed the person wasn't wearing shoes. At this point the lift door had closed. The guard then immediately radioed down to the foyer guards and the guest was intercepted coming out of the lift. The guest was then quickly escorted back to his room where he explained he didn't know the process and wasn't sure what he needed to do to go for a cigarette break.</p> <p>The guard was stood down, pending an investigation and removed from all future hotel shifts. Please see incident report from the guard attached.</p> <p>We have re-iterated to all guards not to use their mobile phone whilst on shift and to be alert and vigilant, especially now with the reduced numbers. We will also look at the possibility of using the hotel cctv system to help monitor the guards whilst on shift to ensure they are not distracted by their phones.</p>	y

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Resolution	Hotel Contact	Security Contact	SIMS Event Number	Investigation Basic ICAM Internal
Police notified and dealt with relevant guest.		Nigel Coppick Victorian State Manager Victoria Office Nigel.C@unifiedsecurity.com.au		
See Company Response.	Personal Information Assistant Front Office Manager Personal Information Personal Info@panpacific.com	Greg Watson General Manager Regional Operations Personal Information Personal Info@wilsonsecurity.com.au		
Guards stood down.		Personal Information National Manager Corporate Risk Personal Information Personal Info@wilsonsecurity.com.au		
Wilson Action Plan involved: - Increased Wilson Security Management presence at the hotel - 30% removal of officers from 2 service partners - Staff performance issues addressed quickly to ensure service level(s) are maintained. - Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel - Checking and confirmation on security officer post instructions and expectations, this is occurring every shift, for each specific security post. - Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.		Personal Information National Manager Corporate Risk Personal Information Personal Info@wilsonsecurity.com.au		
Wilson Action Plan involved: - Increased Wilson Security Management presence at the hotel - 30% removal of officers from 2 service partners - Staff performance issues addressed quickly to ensure service level(s) are maintained. - Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel - Checking and confirmation on security officer post instructions and expectations, this is occurring every shift, for each specific security post. - Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.		Greg Watson General Manager Regional Operations Personal Information Personal Info@wilsonsecurity.com.au		
Guard stood down.		Greg Watson General Manager Regional Operations Personal Information Personal Info@wilsonsecurity.com.au	8370	external to security company
Loading dock is for authorised access only and was not deemed by the hotel as an acceptable site for cigarette/rest breaks for any personnel or detained guests. DJPR safety alert issued informing the team that hotel unauthorised areas are not to be accessed. exception to this are at the discretion of the hotel and require authorisation and potentially a hotel staff escort		Nigel Coppick Victorian State Manager Victoria Office Nigel.C@unifiedsecurity.com.au	8371	Worksafe Notification # Internal investigation material gathered for information leading up to the decision to take IP Guest to the loading dock area. IP, DHHS and Security accessed area of the hotel to which there was no authorised entry. Immediately post event notification not given to the hotel or DJPR site lead Complex case management as IP was threatening self harm, DHHS AO onsite. DJPR Safety alert issued
Police called. Hotel processed \$200 for guest to purchase alcohol		Nigel Coppick Victorian State Manager Victoria Office Nigel.C@unifiedsecurity.com.au		

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<p>DJPR investigation findings:</p> <ul style="list-style-type: none"> The father and son made a nuisance of themselves on check in. Once their keys were issued and they were in their room, they returned back down to the check in and dnata area and yelled at staff. They argued about not wanting to quarantine at the hotel and struggled to accept that they could not order KFC and other food comforts. I was about to call for Vic Pol to support the situation and help de-escalate but the security team managed to get them to calm down and return to their rooms upstairs. The family returned from Lebanon and were in isolation according to local laws. The son claims they have been in "quarantine for 42 days". I explained that there was a difference between isolation and quarantine – but he didn't appreciate the difference and asked if they could all quarantine at home. At that point I told him he could apply for an exemption, with no guarantee to actually get it approved. His parents are smokers and have some health issues. I confirmed with him that the nurses are aware of their health needs. He also explained that his parents are experiencing high anxiety. He said he was happy with the current food arrangements (I believe they have had AO approval for deliveries from their daughter so we will allow the daughter to keep preparing their food. I said that I would look into the possibility of getting his parents out for an exercise break We are trying to implement the exercise plan at this hotel but there are significant limitations here, e.g.: <ul style="list-style-type: none"> The pathways to external walking areas are shared with other tenants and we need separate approvals for this On the 7th floor, there is an atrium, the walking spaces is quite narrow because it's actually a balcony, it's not very long and it can get quite warm because it is all enclosed. It's also in full view by the inwards facing rooms. So when people see others being walked there, we get more complaints. The team are currently assessing other options and we hope to have our exercise implementation plan resolved soon <p>Update provided 22/4:</p> <ul style="list-style-type: none"> Mid afternoon, a team of nurses and security knocked on the guest's door to offer them a walk. [REDACTED] yelled at the team and slammed the door in their face. Our team knocked on the door again, asked them if they don't want to walk now, perhaps they would like to take a walk later, and the guest yelled again and slammed the door again. I believe that they continued to yell once the door was closed and threatened to take the matter higher. At 3:30pm, I tried calling both rooms 738 and 740 (parents and son), twice, and no one answered my calls. I asked the team to leave the matter alone for now, especially given the aggressive treatment by the guests. It's worth noting that they were taken for a walk on 18th April. 				
<p>AO notified</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [REDACTED]@unifiedsecurity.com.au Personal Info</p>		
<p>DHHS Working with impacted guests.</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [REDACTED]@unifiedsecurity.com.au Personal Inform</p>		
<p>Contract Manager contacted DJPR ground staff to investigate claims. DJPR ground staff have not witnessed any actions that would verify the complaints. Formal company response and DJPR ground team perspective used to close matter.</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [REDACTED]@unifiedsecurity.com.au Personal Informatio</p>		
<p>DJPR emailed DHHS on 30/04/2020 to request details of arrangements in place for the transfer of COVID-19 positive guests to Rydges.</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [REDACTED]@unifiedsecurity.com.au Personal Info</p>		
<p>Company issued formal memo to all staff requiring that PPE be disposed of correctly.</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [REDACTED]@unifiedsecurity.com.au Personal In</p>		
<p>Awaiting result of test. Email notification 09/05/2020 gueards test results were negative for C19 Allie Jarvis</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [REDACTED]@unifiedsecurity.com.au Personal Info</p>	8498	Not required
<p>DJPR to discuss with DHHS EOC.</p> <p>E meeting took place Monday 11 May 2020 DJPR - R May, [REDACTED] A Jarvis; DHHS Pam Williams to discuss the event. DJPR safety expressed concerns for the IP Guest, and for the safety and security of all staff onsite. And Individual (personalised) management plan will be developed and documented for this guest by the CART team and DHHS and shared with site staff to ensure guest and staff safety. emails regarding the outcomes of this event are held. A Jarvis 16/05/2020</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [REDACTED]@unifiedsecurity.com.au Personal Info</p>		

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<p>Response deemed acceptable.</p>		<p>Nigel Coppick Victorian State Manager Victoria Office Nigel.Coppick@unifiedsecurity.com.au Personal Info</p>		<p>DJPR Investigation Ongoing conducted by Op Sfty Adv. Security Company bullying & harrasment policy supplied</p>
<p>DHHS delivering saftey training program with all security staff.</p>		<p>Anthony Bandiera Business Manager Client Services</p>		
<p>Guard stood down.</p>		<p>Anthony Bandiera Business Manager Client Services</p>		

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From: David Clements (DJPR)
Sent: Tue, 7 Apr 2020 21:09:07 +1000
To: Gonul Serbest (DJPR) [redacted] (DJPR); Katrina Currie (DJPR)
Cc: [redacted] (DJPR)
Subject: Re: Pan Pacific Melbourne - Security Guards

[redacted] let's set up a discussion with [redacted] tomorrow. Can you pls get info so we can be as specific as we can be about issues and how they need to improve.

TBH...a guard using an espresso machine he isn't allowed to? Unless it's something to do with infection risk or something....or he's taken control of a commercial machine...seemed a tad petty - but leaving shit everywhere and being rude no go.

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From: Gonul Serbest (DJPR) [redacted] [redacted]@global.vic.gov.au>
Sent: Tuesday, April 7, 2020 8:33:05 PM
To: [redacted] (DJPR) [redacted]@ecodev.vic.gov.au>; David Clements (DJPR) [redacted]@ecodev.vic.gov.au>; Katrina Currie (DJPR) [redacted]@ecodev.vic.gov.au>
Cc: [redacted] (DJPR) [redacted]@global.vic.gov.au>
Subject: Re: Pan Pacific Melbourne - Security Guards

Hey guys

Thanks so much for the speedy reply.

Don't need a resolution tonight and to be honest with many more sites coming online not sure we can get rid of them

But can pls commit they get no more jobs and ask that they be more professional. Their bad behaviour is now significantly impacting us. It's just not cool.

[redacted] are lovely but the messages aren't getting down the line.

Thanks again, we appreciate your support.

Gönül

Gönül Serbest
 Chief Executive Officer | Global Victoria
 Level 33, 121 Exhibition St., Melbourne, Victoria 3000
 [redacted]@global.vic.gov.au

W: [global.vic.gov.au](#)
From: [redacted] (DJPR) [redacted]@ecodev.vic.gov.au>
Sent: Tuesday, April 7, 2020 7:43:03 PM
To: David Clements (DJPR) [redacted]@ecodev.vic.gov.au>; Katrina Currie (DJPR) [redacted]@ecodev.vic.gov.au>
Cc: Gonul Serbest (DJPR) [redacted]@global.vic.gov.au>; [redacted] (DJPR) [redacted]@global.vic.gov.au>
Subject: RE: Pan Pacific Melbourne - Security Guards

David – We still don't have a signed contract in place with Wilson. DTF granted us permission to appoint Wilson only one hour ago (DTF approval was required as its State Purchase Contract is

From: Gonul Serbest (DJPR) <[Personal Information]@global.vic.gov.au>
Sent: Tuesday, April 7, 2020 7:14 pm
To: [PPO] (DJPR); Katrina Currie (DJPR); David Clements (DJPR)
Cc: [Personal Information] (DJPR)
Subject: Fwd: Pan Pacific Melbourne - Security Guards

Hey guys

Unfortunately we seem to be dealing with a different issue everyday.

Pls see chain below for hotel duty manager.

Grateful if you can pls raise at the highest level.

Thanks

Gönül

Gönül Serbest

Chief Executive Officer | Global Victoria

Level 33, 121 Exhibition St., Melbourne, Victoria 3000

[Personal Information]

[Personal Information]@global.vic.gov.au

W: global.vic.gov.au

From: [Personal Information] (DJPR) [Personal Information]@global.vic.gov.au>
Sent: Tuesday, April 7, 2020 6:50:47 PM
To: Gonul Serbest (DJPR) <[Personal Information]@global.vic.gov.au>
Subject: FW: Pan Pacific Melbourne - Security Guards

From: [Personal Information] (DJPR) [Personal Information]@global.vic.gov.au>
Sent: Tuesday, 7 April 2020 10:18 AM
To: [Personal Information]@foodandwinevic.com.au>
Cc: Gonul Serbest (DJPR) [Personal Information]@global.vic.gov.au>
Subject: Fwd: Pan Pacific Melbourne - Security Guards

Hi [Personal Inf]

Please see further issues regarding Wilson security from the pan pac hotel.

I am concerned now that even the hotel is experiencing difficulties with this contractor which is an issue given they are a government appointed supplier.

The hotel duty manager had to request the Wilson staff member be stood down given his behaviour to hotel staff.

Also there now be additional repairs and maintenance costs due to the use of male staff toilets having to be unblocked.

Grateful if you advise next steps to address this.

Thanks

Personal Information

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From: Personal Information <[REDACTED]@panpacific.com>
Sent: Tuesday, April 7, 2020 10:07 am
To: Personal Information (DJPR)
Subject: Pan Pacific Melbourne - Security Guards

Hi Personal Information

As per our conversation, please see below feedback and observation from Pan Pacific Melbourne in regards to the security guards.

- All male toilets have been misused with tissues, and hand gloves flushed and thrown on the floor, couple of toilets were clogged and our engineer had to fix them. It happened for 3 days (Fri-Sunday) and I brought it to the Supervisors attention that if this continues than we will lock it up.
- I am not sure if they were supposed to wear PPE at all times, if yes than that is not been followed
- One of the guards attitude towards our F&B Manager was rude as he helped himself to the espresso machine which they were not entitled to, this incident was mentioned to their shift Supervisor regarding the guards attitude and his comments.

I thought of mentioning it to you as its just day 4 and we have another 10 to go and our priority should be these guests ad not the guards.

Please let me know if you need any further details.

Warmest regards,

Personal Information

Assistant Front Office Manager

Pan Pacific Melbourne

2 Convention Centre Place, Melbourne, Victoria 3006

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Personal Information

[@panpacific.com](#) | [panpacific.com](#)



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From: Personal Information (DEDJTR) Personal Information [@global.vic.gov.au](mailto:Personal Information@global.vic.gov.au)
Sent: Sunday, 5 April 2020 10:07 PM
To: Personal Information [@panpacific.com](mailto:Personal Information@panpacific.com)
Subject: Re: Manifest for flight QR994 6/4/2020 [DLM=For-Official-Use-Only]

Hi Personal Information scrap this they won't be checking in at own pace after all. I'll still be in tomorrow

Cheers

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From: Personal Information (DEDJTR) Personal Information [@global.vic.gov.au](mailto:Personal Information@global.vic.gov.au)
Sent: Sunday, April 5, 2020 7:00:57 PM
To: Personal Information [@panpacific.com](mailto:Personal Information@panpacific.com)
Subject: Fwd: Manifest for flight QR994 6/4/2020 [DLM=For-Official-Use-Only]

Hi Personal Information
 Hope you had a good day. Here is the manifest for tomorrow morning

I'll be in then

Cheers

Personal Information

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From: DJPRQuarantineCheckin (DJPR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information@ecodev.vic.gov.au)
Sent: Sunday, April 5, 2020 6:45:54 PM
To: Personal Information (DEDJTR) Personal Information [@global.vic.gov.au](mailto:Personal Information@global.vic.gov.au)
Subject: FW: Manifest for flight QR994 6/4/2020 [DLM=For-Official-Use-Only]

Here you go Personal Information

Can you try and get access to this shared account on your laptop?

Cheers,

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Principal Policy Adviser | Office of the Secretary | Priority Projects Unit
Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information @ecodev.vic.gov.au

djpr.vic.gov.au



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We acknowledge the traditional Aboriginal owners of country throughout Victoria, their ongoing connection to this land and we pay our respects to their culture and their Elders past, present and future.

From: Personal Information @abf.gov.au
Sent: Sunday, 5 April 2020 6:16 PM
To: DJPRQuarantineCheckin (DJPR) Personal Information @ecodev.vic.gov.au
Cc: Personal Information @abf.gov.au; Personal Information @ABF.GOV.AU
Subject: FW: Manifest for flight QR994 6/4/2020 [DLM=For-Official-Use-Only]

For-Official-Use-Only

Good afternoon,

As requested by

Personal Information

Personal Info

FYI – No need to send to

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ECODEV have set up a mail box to use

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@ecodev.vic.gov.au

Regards

Personal Information

Senior Operations Officer

Regional Co-ordination Unit Victoria / Tasmania Operations Group Australian Border Force

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@abf.gov.au

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From: PPO [REDACTED] (DJPR)
Sent: Thu, 9 Apr 2020 16:44:17 +1000
To: Gonul Serbest (DJPR)
Cc: David Clements (DJPR); Katrina Currie (DJPR)
Subject: FW: Pan Pacific Hotel

Gonul – Please see below for a response from Greg at Wilson on the issues raised regarding Wilson staff by Pan Pacific staff. He has pledged to deal with Wilson staff and generally communicate this info.

Also see below for a query that he has on the protocol for wearing masks as well as fresh air breaks. It would be great if somebody could get in touch with him to clarify expectations.

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]

Personal Information [REDACTED] @ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



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From: Greg Watson (Personal Information [REDACTED]) <@wilsonsecurity.com.au>
Sent: Thursday, 9 April 2020 3:43 PM
To: PPO [REDACTED] (DJPR) (Personal Information [REDACTED]) <@ecodev.vic.gov.au>
Subject: RE: Pan Pacific Hotel

Hi PPO [REDACTED]

Thanks for letting me know. We will certainly deal with our staff and make sure this information is communicated. We appreciate the facilities being made available to staff and we will follow up to ensure that they are cared for.

Also rudeness or poor customer service will not be tolerated and if the hotel advises our supervisor immediately we can take prompt action.

PPE has been provided and staff have been requested to wear when in proximity to guests however masks were made optional after guests were processed into the hotel as our chief Medical Advisor had advised they may not be very effective unless the wearer has the virus. I certainly appreciate the perception is that masks look like more precautions are being taken.

If the instruction is to wear masks all the time we can enforce that if that is the direction.

This raises the question I raised yesterday in relation to guests being allowed to move around the hotel and be escorted on 'fresh air' breaks. We are complying with the lawful direction of the AO however there is a difference of opinion amongst DHHS staff which see some allow fresh air breaks and others not. We would appreciate a clear direction on this to avoid conflict at site level.

Thanks [PPO] for letting me know about the issues above and I will deal with them straight away.

Regards Greg

Greg Watson
 n
 General Manager Regional Operations



Level 3, 6 E
 nglish Street
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 on Fiel l 0
 ds C 4
 1
 Australia

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From: [PPO] (DJPR [Personal Information] @ecodev.vic.gov.au]
Sent: Thursday, 9 April 2020 3:07 PM
To: Greg Watson [Personal Information] @wilsonsecurity.com.au>
Subject: Pan Pacific Hotel

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Hi Greg – We have received correspondence from Pan Pacific Hotel management highlighting some issues with Wilson staff at the site. I thought that I would bring them to your attention.

- All male toilets have been misused with tissues, and hand gloves flushed and thrown on the floor, couple of toilets were clogged and our engineer had to fix them. It happened for 3 days (Fri-Sunday) and I brought it to the Supervisors attention that if this continues than we will lock it up.
- I am not sure if they were supposed to wear PPE at all times, if yes than that is not been followed
- One of the guards attitude towards our F&B Manager was rude as he helped himself to the espresso machine which they were not entitled to, this incident was mentioned to their shift Supervisor regarding the guards attitude and his comments.

We just ask that care be taken in the use of bathroom and other hotel facilities as the State is liable for any costs incurred due to damage. Also a reminder that all staff should be wearing PPE. I have been advised that DJPR ground staff may be able to assist with any PPE shortages.

Finally, I've asked for DJPR ground staff to make themselves known to Wilson duty managers so that these types of issues can be managed on site where possible. It would be great if you could advise your duty managers to do the same at the start of each shift.

I understand that these issues can stem from the hurried nature of this engagement and the difficult circumstances. I am just trying to keep all of our providers, including our hotel providers, happy.

PPO [Redacted]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [Redacted]

Personal Inform[Redacted] @ecodev.vic.gov.au

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Sent: Tue, 14 Apr 2020 11:13:43 +1000
To: DJPR COVID Accom-Lead (DJPR); Felicia Cousins (DJPR)
Cc: DJPR COVID Accom-Support (DJPR)
Subject: RE: Security Guard - Complaint

I know that the guard has been removed but am not sure whether the gue

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>
Sent: Tuesday, 14 April 2020 10:55 AM
To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>; PPO (DJPR) <ecodev.vic.gov.au>; Felicia Cousins (DJPR) <ecodev.vic.gov.au>
Cc: DJPR COVID Accom-Support (DJPR) <DJPRcovidacom-support@ecodev.vic.gov.au>
Subject: RE: Security Guard - Complaint

Hi all,

Just closing the loop on this – have we informed the guest that the guard has been removed – for her own peace of mind?

Rachaele May
 A / Executive Director Emergency Coordination and Resilience
Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350
 T: 03 5336 6630 M: 0438 360 539
 Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)

djpr.vic.gov.au

Please note I work from home on FRIDAY

From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>
Sent: Sunday, 12 April 2020 7:43 PM
To: PPO (DJPR) <ecodev.vic.gov.au>; DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>; Felicia Cousins (DJPR) <ecodev.vic.gov.au>

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Cc: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>
Subject: RE: Security Guard - Complaint

Thank you.

Rachaele May

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions

402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information

[\[REDACTED\]@agriculture.vic.gov.au](mailto:[REDACTED]@agriculture.vic.gov.au)

djpr.vic.gov.au

Please note I work from home on FRIDAY

From: PPO [REDACTED] (DJPR) Personal Information [REDACTED] <[\[REDACTED\]@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>
Sent: Sunday, 12 April 2020 7:07 PM
To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; Felicia Cousins (DJPR) Personal Information [REDACTED] <[\[REDACTED\]@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>
Cc: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>
Subject: Re: Security Guard - Complaint

I raised this with the General Manager at Wilson, who agreed that it was unacceptable. He hadn't been aware of the complaint, and is now following up and will remove the guard.

PPO [REDACTED]

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From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Sent: Sunday, April 12, 2020 6:59:24 PM
To: Felicia Cousins (DJPR) Personal Information [REDACTED] <[\[REDACTED\]@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>; PPO [REDACTED] (DJPR) Personal Information [REDACTED] <[\[REDACTED\]@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>
Cc: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>
Subject: RE: Security Guard - Complaint

Hi PPO [REDACTED]

This is quite serious. Can you please confirm back to us all when this has been resolved? It sounds as though the guard should be removed immediately and counselled.

Regards
 Rachaele

Rachaele May

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions

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402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information

[@agriculture.vic.gov.au](mailto:>@agriculture.vic.gov.au)

djpr.vic.gov.au

Please note I work from home on FRIDAY

From: Felicia Cousins (DJPR) Personal Information [@ecodev.vic.gov.au](mailto:>@ecodev.vic.gov.au)
Sent: Sunday, 12 April 2020 12:27 PM
To: PPO Personal Information (DJPR) [@ecodev.vic.gov.au](mailto:>@ecodev.vic.gov.au)
Cc: DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>
Subject: FW: Security Guard - Complaint

Hi Personal Information

FYA

Flic

Felicia Cousins

Executive Director | Transformation and Performance | Rural and Regional Victoria

Department of Jobs, Precincts and Regions

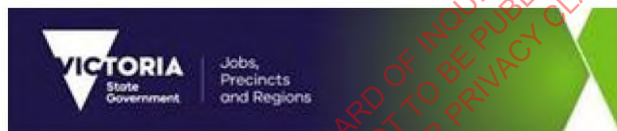
33 Breed St Traralgon 3844

Personal Information

Personal Information

[@ecodev.vic.gov.au](mailto:>@ecodev.vic.gov.au)

djpr.vic.gov.au



[Linkedin](#) | [Youtube](#) | [Twitter](#)



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From: Personal Information [@stellarxm.com](mailto:)>
Sent: Sunday, 12 April 2020 12:21 PM
To: Felicia Cousins (DJPR) Personal Information [@ecodev.vic.gov.au](mailto:)>
Cc: Personal Information [@thirdhorizon.com.au](mailto:)> Personal Information [@thirdhorizon.com.au](mailto:)>
Personal Information [@stellarxm.com](mailto:)>; Personal Information [@thirdhorizon.com.au](mailto:)>
Subject: Security Guard - Complaint

Hi Flic,

An FYI.

Personal Information Rm 730 Pan Pacific. Personal Information

Caller called to advise that there is a security guard. When breakfast came, he smiled at her.

That was fine, when lunch came, the security guard asked her to turn around. He went to pull something out of his pocket, but said, no it's fine.

Last night when dinner arrived, he was still there and started a conversation with her asking how many days she had left.

Personal Inform advised she had 5 days left and he said "Oh thats not good, only 5. I wanted to ask you out".

Personal Inform complained to the hotel and they had him moved.

There is security footage of him approaching her room and knocking on the door.

Personal Inform took notes of the time of day that this occurred.

She's spoken to the nurse at the PP and her mum but feels very unsafe now at that hotel. She has 5 days to go.

Personal Information

Customer Success Program Manager

Personal Information

Personal Inform

@stellarxm.com

www.stellarxm.com

experience matters



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From: DJPR COVID Accom-Lead (DJPR)
Sent: Sun, 12 Apr 2020 19:42:45 +1000
To: PPO (DJPR); DJPR COVID Accom-Lead (DJPR); Felicia Cousins (DJPR)
Cc: DJPR COVID Accom-Lead (DJPR); DJPR COVID Accom-Support (DJPR)
Subject: RE: Security Guard - Complaint

Thank you.

Rachaele May

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions

402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information

[@agriculture.vic.gov.au](mailto: @agriculture.vic.gov.au)

djpr.vic.gov.au

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From: PPO (DJPR) <Personal Information@ecodev.vic.gov.au>
Sent: Sunday, 12 April 2020 7:07 PM
To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; Felicia Cousins (DJPR) <Personal Information@ecodev.vic.gov.au>
Cc: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>
Subject: Re: Security Guard - Complaint

I raised this with the General Manager at Wilson, who agreed that it was unacceptable. He hadn't been aware of the complaint, and is now following up and will remove the guard.

PPO

Get [Outlook for iOS](#)

From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Sent: Sunday, April 12, 2020 6:59:24 PM
To: Felicia Cousins (DJPR) <Personal Information@ecodev.vic.gov.au>; PPO (DJPR) <Personal Information@ecodev.vic.gov.au>
Cc: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>
Subject: RE: Security Guard - Complaint

Hi PPO

This is quite serious. Can you please confirm back to us all when this has been resolved? It sounds as though the guard should be removed immediately and counselled.

Regards
Rachaele

Rachaele May

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions

402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information

[@agriculture.vic.gov.au](mailto:achaele.may@agriculture.vic.gov.au)**djpr.vic.gov.au**

Please note I work from home on FRIDAY

From: Felicia Cousins (DJPR) Personal Information [@ecodev.vic.gov.au](mailto:felicia.cousins@ecodev.vic.gov.au)>**Sent:** Sunday, 12 April 2020 12:27 PM**To:** PPO Personal Information (DJPR) Personal Information [@ecodev.vic.gov.au](mailto:felicia.cousins@ecodev.vic.gov.au)>**Cc:** DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>**Subject:** FW: Security Guard - ComplaintHi PPO

FYA

Flic

Felicia Cousins

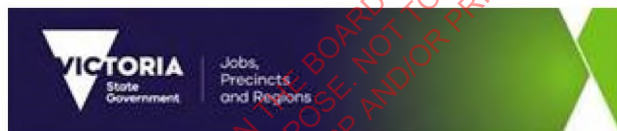
Executive Director | Transformation and Performance | Rural and Regional Victoria

Department of Jobs, Precincts and Regions

33 Breed St Traralgon 3844

Personal Information

Personal Information

[@ecodev.vic.gov.au](mailto:felicia.cousins@ecodev.vic.gov.au)**djpr.vic.gov.au**[Linkedin](#) | [Youtube](#) | [Twitter](#)

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From: Personal Information [@stellaxm.com](mailto:stellaxm.com)>**Sent:** Sunday, 12 April 2020 12:21 PM**To:** Felicia Cousins (DJPR) Personal Information [@ecodev.vic.gov.au](mailto:felicia.cousins@ecodev.vic.gov.au)>**Cc:** Personal Information [@thirdhorizon.com.au](mailto:thirdhorizon.com.au)>; Personal Information [@stellaxm.com](mailto:stellaxm.com)>; Personal Information [@thirdhorizon.com.au](mailto:thirdhorizon.com.au)>**Subject:** Security Guard - Complaint

Hi Flic,

An FYI.

Personal Information

Rm 730 Pan Pacific.

Personal Information

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Caller called to advise that there is a security guard. When breakfast came, he smiled at her.

That was fine, when lunch came, the security guard asked her to turn around. He went to pull something out of his pocket, but said, no it's fine.

Last night when dinner arrived, he was still there and started a conversation with her asking how many days she had left.

Personal Informa advised she had 5 days left and he said "Oh thats not good, only 5. I wanted to ask you out".

Personal Inform complained to the hotel and they had him moved.

There is security footage of him approaching her room and knocking on the door.

Personal Info took notes of the time of day that this occurred.

She's spoken to the nurse at the PP and her mum but feels very unsafe now at that hotel. She has 5 days to go.

Personal Information

Customer Success Program Manager

Personal Information

Personal Info @stellaxm.com
www.stellaxm.com

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From: PPO [redacted] (DJPR)
Sent: Tue, 14 Apr 2020 18:02:58 +1000
To: Felicia Cousins (DJPR); Rachaele E May (DJPR)
Subject: FW: Security Complaint

Flic - See below for a response from Wilson Security. Guard will be removed from site immediately (and will not return if off site).

PPO [redacted]
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
Personal Information [redacted]
Personal Inform [redacted] [@ecodev.vic.gov.au](mailto:[redacted]@ecodev.vic.gov.au)
djpr.vic.gov.au
jobs.vic.gov.au



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From Personal Information [redacted] Personal Information [redacted] <[\[redacted\]@wilsonsecurity.com.au](mailto:[redacted]@wilsonsecurity.com.au)>
Sent: Tuesday, 14 April 2020 6:00 PM
To: PPO [redacted] (DJPR) Personal Information [redacted] <[\[redacted\]@ecodev.vic.gov.au](mailto:[redacted]@ecodev.vic.gov.au)>
Subject: RE: Security Complaint

Hi PPO [redacted]

This is totally inappropriate and the guard will be removed from site immediately and won't return if off site.

Regards Personal Information [redacted]

Personal Information [redacted]

General Manager Regional Operations



Level 3, 6 English Street
Essendon
Victoria 3040
Australia

Personal Information [redacted]
Personal Information [redacted] <[\[redacted\]@wilsonsecurity.com.au](mailto:[redacted]@wilsonsecurity.com.au)>
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From: [Redacted] (DJPR) [Redacted] [Personal Information] [Redacted] <[Redacted]@ecodev.vic.gov.au>
Sent: Tuesday, 14 April 2020 5:56 PM
To: [Redacted] [Personal Information] [Redacted] <[Redacted]@wilsonsecurity.com.au>
Subject: FW: Security Complaint
Importance: High

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

Hi [Redacted] [Personal] – Please see below for a complaint against a guard at the Crowne Plaza. Can you please follow up to ensure that this guard is removed from the site. Please let me know when this has been arranged.

[Redacted] [PPO]
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
 [Redacted] [Personal Information]
 [Redacted] [Personal Information] <[Redacted]@ecodev.vic.gov.au>

djpr.vic.gov.au
jobs.vic.gov.au



[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#) | [Twitter](#)

From: Felicia Cousins (DJPR) [Redacted] [Personal Information] [Redacted] <[Redacted]@ecodev.vic.gov.au>
Sent: Tuesday, 14 April 2020 5:41 PM
To: [Redacted] [PPO] (DJPR) [Redacted] [Personal Information] [Redacted] <[Redacted]@ecodev.vic.gov.au>
Cc: Rachaele E May (DJPR) [Redacted] [Personal Information] [Redacted] <[Redacted]@agriculture.vic.gov.au>
Subject: FW: Security Complaint

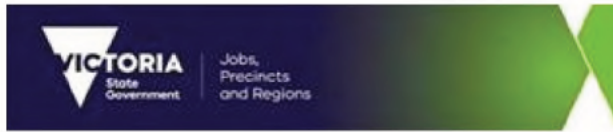
Can you please address asap with Security firm

I will escalate with DHHS to have a welfare check by nurse on site

Can you also circle back so that we can update guest on outcome

Felicia Cousins
 Executive Director | Transformation and Performance | Rural and Regional Victoria
Department of Jobs, Precincts and Regions
 33 Breed St Traralgon 3844
 [Redacted] [Personal Information]

Personal Information

@ecodev.vic.gov.audjpr.vic.gov.au
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From: Personal Information

@stellarxm.com>

Sent: Tuesday, 14 April 2020 5:33 PM

To: Felicia Cousins (DJPR) Personal Information @ecodev.vic.gov.au>Cc: Personal Information @stellarxm.com> Personal InformationPersonal Information @thirdhorizon.com.au>; Personal Information @thirdhorizon.com.au>

Subject: Security Complaint

Hi Flic,

Another security complaint received today.

I have guest Personal Information Crowne Plaza that has received an inappropriate note under her door from a security guard. The note said something like "Hey hun, add me on snapchat" - she looked up his name and looked up on Facebook and it's a security guard and wants to complain.

Personal Information is his name - He took her outside a few days ago for outside time with 2 other guests... 2 other security guards.

Personal Information

Customer Success Program Manager

Personal Information

Personal Information @stellarxm.comwww.stellarxm.com

experience matters



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From: DJPR COVID Accom-Lead (DJPR)
Sent: Tue, 28 Apr 2020 08:00:33 +1000
To: Paul Stagg (DJPR) PPO (DJPR)
Cc: Gonul Serbest (DJPR)
Subject: For Action: CONFIDENTIAL - LEGALLY PRIVILEGED - Formal Disclosure Complaint [CM-COMP.FID2036]
Importance: High

Hi Paul and PPO

The following email is highly confidential.

We have received a formal whistleblower complaint regarding the conduct of Unified Security Guards at Crown Metropol. The full complaint is provided below, but in summary there are five main allegations:

1. Security staff were provided with, and consumed, beer while on duty
2. Security staff sexually harass and intimidate female colleagues
3. Security staff were involved in an altercation in the hotel that required police intervention
4. Security staff are charging 12 hours work for sub contractors, but only tasking staff to work 6-7 hours, and taking the remaining money for themselves
5. Unified are paying less than award wages.

These are very serious allegations, and if true, DJPR cannot tolerate these behaviours or staff.

PPO can you please review the contract arrangements with Unified and then, with advice from our Contracting team, pass these allegations on to Unified. DJPR will require that Unified investigate these allegations, take appropriate action, and formally close each of these allegations with DJPR. Can you please request an initial response to these allegations from Unified by COB Thursday.

Thanks,
Rachaele

Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander
djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information

@agriculture.vic.gov.au

djpr.vic.gov.au

From: Personal Information Personal Information @crownresorts.com.au>
Sent: Monday, 27 April 2020 7:49 PM

To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Cc: Donna Findlay (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Subject: LEGALLY PRIVILEGED - Formal Disclosure Complaint [CM-COMP.FID2036]

Hi Rachaele

I understand that Donna has explained to you that Crown's external Whistleblower service has provided us a disclosure they received on 23 April 2020 from an anonymous complainant, regarding the conduct of 'Unified Security' staff on our site at Crown Metropol, whilst supervising quarantined/isolated persons.

The alleged respondents are:

1. [Personal Information] (Surname not known) Supervisor Unified Security
2. [Personal Information] (Surname not known) Supervisor Unified Security
3. [Personal Information] Main Contractor Unified Security
4. [Personal Information] (Surname not known)

It is alleged that on 2 April 2020 the first respondent – [Personal Information] supplied pizza and beers for dinner for each of the guards who were working that night. The pizza and beers were served on every floor, with approximately three guards working on each floor. The first respondent told some of the guards that the beer was non-alcoholic, but it allegedly contained 4.5% alcohol; some guards declined the beer. The complainant said the first respondent "smells of alcohol almost every other night". The complainant provided a photo of a guard holding a beer and slice of pizza whilst on shift [his face has been redacted].

The complainant said that the guards make inappropriate sexual jokes and advances towards the female guards whilst on duty, despite knowing they are married or in relationships. The second respondent - [Personal Information] is the worst culprit for making sexual jokes and advances and tells female guards he will make them supervisors if they spend more time with him. The female guards feel very uncomfortable around him.

The complainant said recently, some of the guards got into a physical altercation amongst themselves in the lobby of Crown Metropol and one guard choked another guard [the police attended this matter].

Further, the complainant said the third and fourth respondents - [Personal Information] are charging for up to twelve hours work for each of the subcontractors, but sending many of them home after six or seven hours, and keeping the rest of the money. The complainant said this occurred for the whole week ending on 12 April 2020, and possibly other times that he/she is not aware of. One of the guards who was sent home early during this period was [Personal Information].

Lastly, the complainant said that Unified are paying the guards different rates, for the exact same shifts. The guards are being paid between \$20.00 per hour and \$24.00 per hour, which falls below the award rate.

Rachaele – I will close this matter with the external provider and leave it with you to resolve. Please let me know if you require any further information or assistance.

Regards

[Personal Information] | Group General Manager – Regulatory and Compliance | Crown Resorts Limited
 [Personal Information] @crownresorts.com.au | w:
www.crownmelbourne.com.au

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From: Nigel Coppick
Sent: Tue, 28 Apr 2020 12:31:21 +1000
To: [Redacted] (DJPR)
Cc: David Millward
Subject: Complaint 28th April 2020
Attachments: Unified Security (Australia) Pty Ltd - complaint 28th April 2020.pdf

Good Morning [Redacted]

I hope you are well? Please see attached response to the complaint provided to Unified Security on the 28th of April 2020. Please feel to direct all enquires in relation to this matter to me.

Kind Regards
Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia

Personal Informa [Redacted]@unifiedsecurity.com

.au
Personal Information
[Redacted]



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BART

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**CORPORATE HEAD OFFICE**

534 Parramatta Rd » 1300 658 657
 Ashfield NSW 2131 Australia » unifiedsecurity.com.au
 ABN 81 138 976 397 » ACN 138 976 397 » ML 410 068 657



28th April 2020

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
 Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Dear PPO [REDACTED]

Thank you for supplying a copy of the Crown Casino's external whistle-blower service, detailing an overview of an anonymous complaint from a person or persons, of issues that appear to have occurred from the 2nd of April to the 12th of April 2020. Unified Security has taken these issues of concern's seriously and would like to provide the following response to these allegations.

Personal Information [REDACTED] I can confirm has been on site as a team leader's since the commencement of service at Promenade and Metropol since the 30th of March 2020, to this date we have not had any issues and or complaints in relation to their abilities from personnel and or Government Departments, I can also advise the Personal Information [REDACTED] form part of my Operational Support team and have been on the ground at these locations since commencement, under the direct guidance of my State Operations Manager Mo Nagi as well as the General Manager Personal Information [REDACTED]. We have also received commendations in relation to the service delivery, to which has seen Unified Security also supply additional support at various Locations, during this COVID19 situation.

On the 2nd of April a total of 72 pizza's plus 120 bottles of assorted soft drinks, was delivered to Metropol at 1930Hrs. Personal Information [REDACTED] General Manager and Mo Nagi Operations Manager where on location, at the time of this delivery, there was no alcohol as part of this delivery for personnel. There was at and or around this time a delivery of beer, this was initially accepted at the time, as it was still unclear of what was prohibited or not prohibited as a delivery. This was collected by Personal Information [REDACTED] and brought to the AO at the time, it was ruled as prohibited and left in storage for collection on departure. We would be keen to see the image as indicated in the complaint to enable us to make further enquires.

Unified Security has not received any complaints in relation to harassment in the workplace, the organisation has stringent process and policies in place, to ensure that everyone is protected in the workplace. Should more information be available in relation to the statement made, which includes names dates and times, we are happy to further investigate.

At no time has any physical altercation occurred between security personnel either on the levels, nor the lobby. Should there have been altercation within the lobby area, this would have been witnessed by various department heads and or our Team Leaders and or Operations Managers, on the ground.



Please feel free to contact me to further discuss.

Kind Regards

Personal Information



State Manager

Unified Security Group

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From: DJPR COVID Accom-Lead (DJPR)
Sent: Thu, 30 Apr 2020 11:19:20 +1000
To: PPO (DJPR); DJPR COVID Accom-Lead (DJPR)
Cc: Personal Information (DJPR)
Subject: RE: For Action: CONFIDENTIAL - LEGALLY PRIVILEGED - Formal Disclosure Complaint [CM-COMP.FID2036]

Thanks PPO and Personal Information

Unified have responded appropriately, and I do not believe there are any further avenues of enquiry. My only further comment is that matter number 2 (harassment of staff) would be unlikely to occur in an open manner, and the company should probably ask female staff confidentially if they have any concerns.

Can you please confirm with United if they are comfortable for me to provide their letter to Crown Resorts to close the matter?

Thanks,
 Rachaele

Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander
djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information @agriculture.vic.gov.au

djpr.vic.gov.au

From: PPO (DJPR) Personal Information <@ecodev.vic.gov.au>
Sent: Thursday, 30 April 2020 10:25 AM
To: DJPR COVID Accom-Lead (DJPR) Personal Information <@ecodev.vic.gov.au>
Cc: Personal Information (DJPR) Personal Information <@global.vic.gov.au>
Subject: RE: For Action: CONFIDENTIAL - LEGALLY PRIVILEGED - Formal Disclosure Complaint [CM-COMP.FID2036]

Hi Rachaele – I've just spoken with Personal Information regarding the complaints made against Unified Security via the Crown Resorts whistle-blower service. He has not witnessed activity that would substantiate any of the complaints made.

With regard to the specific complaints:

1. Security staff were provided with, and consumed, beer while on duty

No consumption of beer on site witnessed.

2. Security staff sexually harass and intimidate female colleagues

No harassment or intimidation witnessed. Senior managers from Unified Security always found to be professional and courteous.

3. Security staff were involved in an altercation in the hotel that required police intervention

No altercation witnessed.

4. Security staff are charging 12 hours work for sub-contractors, but only tasking staff to work 6-7 hours, and taking the remaining money for themselves

DJPR ground staff do not have visibility of staffing level on hotel floors. However, there always seem to be significant numbers of staff on site, with large numbers seen at change-over of shifts.

Personal Information – Please feel free to correct any detail above that you think I’ve misrepresented.

Rachaele – Please let me know whether you’d like me to undertake any further investigation into this complaint. I’ve had the team at Unified contact me to follow-up and offer further assistance if required.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information @ecodev.vic.gov.au

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From: DJPR COVID Accom-Lead (DJPR) **Personal Information** @ecodev.vic.gov.au>

Sent: Wednesday, 29 April 2020 5:48 PM

To: **PPO** (DJPR) **Personal Information** @ecodev.vic.gov.au>; DJPR COVID Accom-Lead (DJPR)

Personal Information @ecodev.vic.gov.au>

Subject: RE: For Action: CONFIDENTIAL - LEGALLY PRIVILEGED - Formal Disclosure Complaint [CM-COMP.FID2036]

Thanks **PPO**

Could you reach out to **Personal Information** to see if he or other DJPR staff at Crown can add any observations?

Rachaele May
Operations Soteria (COVID-19)
DJPR Hotel Quarantine Agency Commander
Personal Information [REDACTED] @ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
Department of Jobs, Precincts and Regions
402 Mair Street Ballarat, Victoria Australia 3350
Personal Information [REDACTED]
Personal Information [REDACTED] @agriculture.vic.gov.au

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From: [Redacted] Personal Information
Sent: Mon, 11 May 2020 13:01:13 +1000
To: [Redacted] PPO (DJPR)
Subject: Re: URGENT ACTION REQUIRED: Rydges on Swanston - concerns about security

Thanks [Redacted] PPO

I will get back to you ASAP.

David Millward

Corporate Head Office
 534 Parramatta Road
 Ashfield NSW 2131 Australia

Personal Info [Redacted]
 [Redacted]@unifiedsecurity.com.

au

Personal Information [Redacted]



unifiedsecurity.com.au

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 BART

From: [Redacted] PPO (DJPR) [Redacted] Personal Information @ecodev.vic.gov.au>

Sent: Monday, May 11, 2020 12:59

To: David Millward

Subject: URGENT ACTION REQUIRED: Rydges on Swanston - concerns about security

Hi David – As discussed, please see below for issues raised by DHHS and hotel staff at Rydges on Swanston with Unified Security contractors. The issues were raised last night. I would appreciate it if you could follow this up and provide us with an update on action undertaken by COB today.

DHHS are looking to arrange a meeting of all parties tomorrow to discuss a plan going forward. I will provide you with details of this once they have been confirmed.

The following were the issues that were raised:

- Harassment towards staff, repeated comments such as "eat you're skinny"
- Intimidating body language and "leering" comments towards nurses
- Speaking to female hotel staff in ways that are overly friendly and "hitting on" them, Marcello one of the supervisors has been involved in this
- Inappropriate comments towards female staff that are suggestive or 'go too far', including from a supervisor, the attitude is of disrespect towards females

- Feeling like it is a 'dictatorship', the general attitude from security is 'condescending' and staff are feeling 'intimidated'. Security have said to hotel staff that 'nurses need to know their place'
- Security guards raising concerns repeatedly about 'procedures and policy' and requesting nursing staff get in the lift with Covid positive guests when this has not been agreed procedures. Many of these issues have occurred during transfer of guests highlighting importance of transferring guests during DHHS hours.
- Security have accessed the commercial kitchen repeatedly despite being asked not to by hotel. The hotel staff member has taken numerous steps to stop this i.e asking them not to, emailing manager, putting up signs, blocking the door with a table with each of these steps being disregarded and security continuing to access the kitchen. This puts hotel at risk for food safety regulations and is concerning as basic instructions are not being followed
- **Personal Information** a guard last night was involved in the above point towards a nurse last night.
- They are very argumentative and have told multiple nursing staff about PPE procedures
- Inappropriate use of resources including:
 - they have been requested multiple times by hotel not to use the commercial kitchen and have kept entering the kitchen regardless and have 'helped themselves' to food/plates etc
 - PPE is 'walking away' i.e. PPE packs that were distributed in advance that were packed for security with sufficient supply for 24 hours. Staff then approached nurses requesting more saying none had been packed and received more (different nursing staff on shift). We can start looking at a log of these.

We asked if there were any staff that seemed to be respectful and working well at hotel as it is not every staff member involved in this.

- Grey haired man who speaks Arabic who is on this evening for night shift
- **Personal Information** who always wears a high vis vest
- One that is from America Samoa

Please let me know if you have any queries.

PPO
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
 Personal Information
 Personal Information: [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)
djpr.vic.gov.au
jobs.vic.gov.au



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Government of Victoria, Victoria, Australia.

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From: Nigel Coppick
Sent: Mon, 11 May 2020 13:40:49 +1000
To: PPO (DJPR)
Cc: David Millward
Subject: FW: URGENT ACTION REQUIRED: Rydges on Swanston - concerns about security

Hi PPO

Thank you for the overlay provided below. I would be more than happy, to attend tomorrow's meeting to discuss with all involved, I would like to advise you that the level of concern raised is totally unacceptable. I will be standing down the entire team as of 1800Hrs tonight pending a full investigation of the below information and conduct shown. I will have Personal Inform my Operational lead on hand for tonight's transition and also additional supporting Manager as we roll in personnel from Marriott and Metropol.

Please allow me a few days to complete an appropriate investigation. I would like to offer my apologies for this unacceptable behaviour.

I would attend myself tonight however, I am a little under the weather, and I wouldn't want to alarm anyone.

Regards

The following were the issues that were raised:

- Harassment towards staff, repeated comments such as "eat you're skinny"
- Intimidating body language and "leering" comments towards nurses
- Speaking to female hotel staff in ways that are overly friendly and "hitting on" them, Personal Inform one of the supervisors has been involved in this
- Inappropriate comments towards female staff that are suggestive or 'go too far', including from a supervisor, the attitude is of disrespect towards females
- Feeling like it is a 'dictatorship', the general attitude from security is 'condescending' and staff are feeling 'intimidated'. Security have said to hotel staff that 'nurses need to know their place'
- Security guards raising concerns repeatedly about 'procedures and policy' and requesting nursing staff get in the lift with Covid positive guests when this has not been agreed procedures. Many of these issues have occurred during transfer of guests highlighting importance of transferring guests during DHHS hours.
- Security have accessed the commercial kitchen repeatedly despite being asked not to by hotel. The hotel staff member has taken numerous steps to stop this i.e asking them not to, emailing manager, putting up signs, blocking the door with a table with each of these steps being disregarded and security continuing to access the kitchen. This puts hotel at risk for food safety regulations and is concerning as basic instructions are not being followed
- Personal Inform a guard last night was involved in the above point towards a nurse last night.
- They are very argumentative and have told multiple nursing staff about PPE procedures
- Inappropriate use of resources including:
 - they have been requested multiple times by hotel not to use the commercial kitchen and have kept entering the kitchen regardless and have 'helped themselves' to food/plates etc

- PPE is 'walking away' i.e. PPE packs that were distributed in advance that were packed for security with sufficient supply for 24 hours. Staff then approached nurses requesting more saying none had been packed and received more (different nursing staff on shift). We can start looking at a log of these.

We asked if there were any staff that seemed to be respectful and working well at hotel as it is not every staff member involved in this.

- Grey haired man who speaks Arabic who is on this evening for night shift
- **Personal Information** who always wears a high vis vest
- One that is from America Samoa

Please let me know if you have any queries.

PPO
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information
 Personal Inform@ecodev.vic.gov.au

djpr.vic.gov.au
jobs.vic.gov.au



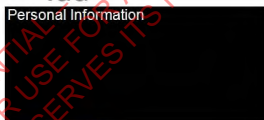
[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#) | [Twitter](#)

Kind Regards,

Nigel Coppick
 Victorian State Manager

Victoria Office
 Unit 6/109 Whitehorse Road
 Blackburn VIC 3130 Australia

Personal Information
 @unifiedsecurity.com



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From: [Redacted] (DJPR)
Sent: Thu, 14 May 2020 09:45:58 +1000
To: PPO [Redacted] (DJPR)
Cc: Personal Info [Redacted] (DHHS); Gonul Serbest (DJPR); DJPR COVID Accom-Support (DJPR); DJPR COVID Accom-Lead (DJPR); Personal Information [Redacted] (DJPR); Allie H Jarvis (DJPR); Personal Information [Redacted] (DHHS); Personal Information [Redacted] (DHHS)
Subject: RE: Response required - Rydges on Swanston - concerns about security
Attachments: Rydges Swanston Street_130520.pdf, USG Bullying and Occupational Violence Policy USG-SEC6-POL-BOV-01-1219.pdf

Hi PPO [Redacted]

Thanks for your email below and response.

I spoke to Nigel Coppick last night to say thank you for providing the report and the expediency of the actions implemented.

The nursing and hotel staff, provided very positive feedback of how quick risk controls were implemented by Nigel on Monday 11 May and the meeting on Tuesday 12 May.

I do not think that there is any further actions required by Nigel Coppicks' (Unified Security) team, to be implemented. He has put in other measures with his team as well.

He is going to send to me the information of the induction that the security guards undertake, which includes bullying, harassment and discrimination.

He has sent their bullying & Occ Violence Policy. (see attached). There is a 2nd meeting next Tuesday 19 May, with the team, at Rydges, to review actions to be completed.

Feel free to contact me, if you have any questions, comments or further support required.

Regards,

[Redacted]
Op Sfty Adv.

[Redacted]
Personal Information

Regional Work Safety Advisor / Agriculture Victoria / Business and Finance Services
 Operational Safety Advisor – Hotel Soteria Project
 Department of Jobs Precincts and Regions
 475 Mickleham Road, Victoria Australia, 3000
 [Redacted] [@agriculture.vic.gov.au](mailto:[Redacted]@agriculture.vic.gov.au)

djpr.vic.gov.au



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We acknowledge the traditional Aboriginal owners of country throughout Victoria and pay our respect to them, their culture and their Elders past, present and future.

From: PPO (DJPR) @ecodev.vic.gov.au
Sent: Wednesday, 13 May 2020 12:23 PM
To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidacom-support@ecodev.vic.gov.au>
Cc: Personal Inform (DHHS) @dhhs.vic.gov.au>; Gonul Serbest (DJPR) @global.vic.gov.au>; Op Sfty Adv. (DJPR) @agriculture.vic.gov.au>; Personal Information (DJPR) @agriculture.vic.gov.au>
Subject: RE: Response required - Rydges on Swanston - concerns about security
Importance: High

Hello all – Please find attached actions undertaken by Unified Security in response to concerns raised regarding the behaviour of its staff at Rydges on Swanston. I am comfortable with Unified's response, but am happy to follow-up on any outstanding concerns.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Inform @ecodev.vic.gov.au

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From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>
Sent: Monday, 11 May 2020 2:53 PM
To: PPO (DJPR) @ecodev.vic.gov.au>; DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidacom-support@ecodev.vic.gov.au>
Cc: Personal Inform (DHHS) @dhhs.vic.gov.au>; Gonul Serbest (DJPR) @global.vic.gov.au>; Op Sfty Adv. (DJPR) @agriculture.vic.gov.au>; Personal Information (DJPR) @agriculture.vic.gov.au>
Subject: RE: Response required - Rydges on Swanston - concerns about security

Thanks PPO

This is good strong response, thank you

Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander
djprcovidacom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information [@agriculture.vic.gov.au](mailto: @agriculture.vic.gov.au)

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From: PPO (DJPR) [@ecodev.vic.gov.au](mailto: @ecodev.vic.gov.au)
Sent: Monday, 11 May 2020 2:11 PM
To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidacom-support@ecodev.vic.gov.au>
Cc: Personal Inform (DHHS) [@dhhs.vic.gov.au](mailto: @dhhs.vic.gov.au); Gonul Serbest (DJPR) [@global.vic.gov.au](mailto: @global.vic.gov.au); Op Sfty Adv. (DJPR) [@agriculture.vic.gov.au](mailto: @agriculture.vic.gov.au)
Subject: RE: Response required - Rydges on Swanston - concerns about security
Importance: High

Hello all – Unified Security agrees that the issues raised are completely unacceptable. They will be standing down the entire team at Rydges on Swanston (services are currently delivered in full by a subcontractor at this site) pending a full investigation of the issues raised. The changeover of staff will occur at 1800 tonight and will be overseen by senior Unified Security staff. Replacement guards will be sourced from Unified's existing pool of high performing staff that have been deployed at our other hotel sites under this operation without incident.

Unified's Victorian State Manager will attend tomorrow's stakeholder meeting (Op Sfty Adv. – I have provided relevant contact details in a separate email).

Unified has asked for a few days to complete a full investigation of the issues raised. I will circulate the findings of this investigation when they come through.

Please feel free to reach out to me should you have any queries.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Inform [@ecodev.vic.gov.au](mailto: @ecodev.vic.gov.au)

[djpr.vic.gov.au](mailto: djpr.vic.gov.au)

[jobs.vic.gov.au](http: // jobs.vic.gov.au)



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From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>
Sent: Monday, 11 May 2020 12:20 PM

To: [Op Sfty Adv.] (DJPR) [Personal Information] <@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>; DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
 Cc: [Personal Infor] (DHHS) [Personal Inform] <@dhhs.vic.gov.au>; Gonul Serbest (DJPR) [Personal Information] <@global.vic.gov.au>
Subject: Response required - Rydges on Swanston - concerns about security

Hi [Op Sfty Adv.]

Yes, can you please raise these very serious concerns with United Security and their subcontractor EPS, with a response required by the end of the day. These behaviours cannot be tolerated.

Before you raise these allegations, **can you please remove the names of all DHHS or hotel staff.** The names of security officers can remain.

Thanks, [Op Sfty Adv.]

Regards
 Rachae

Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander

[Personal Information] <@ecodev.vic.gov.au>

A / Executive Director Emergency Coordination and Resilience
 Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

[Personal Information]

[Personal Information] <@agriculture.vic.gov.au>

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From: [Op Sfty Adv.] (DJPR) [Personal Information] <@ecodev.vic.gov.au>

Sent: Monday, 11 May 2020 10:50 AM

To: DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>; DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>

Subject: RE: URGENT ACTION REQUIRED FW: Rydges on Swanston - concerns about security

Thanks for this.

Rachaele – Are you happy for me to put these allegations to Unified Security for a formal response? As they are using a subcontractor at this site, they need to be made aware of this.

[Op Sfty Adv.]

Principal Policy Officer | Inclusion, Employment
 Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[Personal Information]

[Personal Inform] <@ecodev.vic.gov.au>

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From: [Personal Information] (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>
Sent: Monday, 11 May 2020 8:27 AM
To: [Personal Information] (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>; [Personal Information] (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>; [Personal Information] (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>; [Personal Information] (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>
Cc: [Personal Information] (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>; DHHSOpSoteriaEOC <DHHSOpSoteriaEOC@dhhs.vic.gov.au>
Subject: URGENT ACTION REQUIRED FW: Rydges on Swanston - concerns about security

Hi all

I spoke to [Personal Information] late last night and I'm concerned that both our staff and the nurses are subjected to this situation.

Can we discuss this morning and raise urgently with DJPR.

Cheers

[Personal Information]

Director Emergency Management and Health Protection
 West Division
 Department of Health & Human Services

[Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>

*North and West Duty Officer – 1800 326 627
 Barwon South West Duty Officer - 1800 238 183
 Grampians Duty Officer - 1800 238 414
 State Duty Officer - 1300 790 733
 West Division Code Brown / relocation number - 1800 780 354*

From: Rydges Swanston (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>
Sent: Sunday, 10 May 2020 11:09 PM
To: DHHSOpSoteriaEOC <DHHSOpSoteriaEOC@dhhs.vic.gov.au>; [Personal Information] (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>
Cc: [Personal Information] (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>; [Personal Information] (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>; Rydges Swanston (DHHS) [Personal Information] <[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)>
Subject: Rydges on Swanston - concerns about security

Hi,

Hotel staff and overnight nurses have approached me and [Personal Information] (AO, cc'ed) about the following concerns specifically about security guards at Rydges on Swanston. It would be good to also have DJPR liaison with these issues as appropriate.

The following were the issues that were raised:

- Harassment towards staff, repeated comments such as "eat your skinny"
- Intimidating body language and "leering" comments towards nurses
- Speaking to female hotel staff in ways that are overly friendly and "hitting on" them, Personal Information one of the supervisors has been involved in this
- Inappropriate comments towards females staff that are suggestive or 'go to far', including from a supervisor, the attitude is of disrespect towards females
- Feeling like it is a 'dictatorship', the general attitude from security is 'condescending' and staff are feeling 'intimidating'. Security have said to hotel staff that 'nurses need to know their place'
- Security guards raising concerns repeatedly about 'procedures and policy' and requesting nursing staff get in the lift with Covid positive guests- when this has not been agreed procedures. Many of these issues have occurred during transfer of guests highlighting importance of transferring guests during DHHS hours.
- Security have accessed the commercial kitchen repeatedly despite being asked not to by hotel. The hotel staff member has taken numerous steps to stop this i.e asking them not to, emailing manager, putting up signs, blocking the door with a table with each of these steps being disregarded and security continuing to access the kitchen. This puts hotel at risk for food safety regulations and is concerning as basic instructions are not being followed
- Personal Info, a guard last night was involved in the above point towards a nurse last night.
- They are very argumentative and have told multiple nursing staff about PPE procedures
- Inappropriate use of resources including:
 - I.e they have been requested multiple times by hotel not to use commercial kitchen and have kept entering the kitchen regardless and 'helped them self' to food/plates etc
 - PPE is 'walking away' i.e. PPE packs that were distributed advance that were packed for security with sufficient supply for 24 hours. Staff then approached nurses requesting more saying none had been packed and received more (different nursing staff on shift). We can start looking at a log of these.

Suggestions for possible training:

- Working in a multidisciplinary team, working in a welfare/patient care setting
- PPE use training

Actions taken tonight:

- Hotel staff member confirmed she will email Personal Information (duty manager) about her concerns
- Discussed a safety plan with staff for tonight with AO primary point of contact, staff were comfortable for tonight and felt safe.
- Staff are aware that AO's will support their safety, escalate to police, provide an additional presence as needed, or raise direct immediate concerns with security for action as required.
- Personal Inform of EOC suggested doing some PPE stocktake and creating a register to sign out PPE to staff (handed over to Person for tomorrow)

We asked if there were any staff that seemed to be respectful and working well at hotel as it is not every staff member involved in this.

- Grey haired man who speaks Arabic who is on this evening for night shift
- Personal In who always wears a high vis vest
- One that is from America Samoa

Thanks Kindly,

Personal Information

DHHS TL Rydges

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From: PPO [REDACTED] (DJPR)
Sent: Wed, 13 May 2020 14:49:06 +1000
To: DJPR COVID Accom-Lead (DJPR)
Subject: RE: Response required - Rydges on Swanston - concerns about security

Thanks Rachaele – Will relay to Unified.

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]

Personal Information [REDACTED] @ecodev.vic.gov.au

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From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Sent: Wednesday, 13 May 2020 1:11 PM
To: PPO [REDACTED] (DJPR) [Personal Information \[REDACTED\]@ecodev.vic.gov.au](mailto:Personal Information [REDACTED]@ecodev.vic.gov.au); DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>
Cc: Personal Information [REDACTED] (DHHS) [Personal Information \[REDACTED\]@dhhs.vic.gov.au](mailto:Personal Information [REDACTED]@dhhs.vic.gov.au); Gonul Serbest (DJPR) [Personal Information \[REDACTED\]@global.vic.gov.au](mailto:Personal Information [REDACTED]@global.vic.gov.au); Op Sfty Adv. [REDACTED] (DJPR) [Personal Information \[REDACTED\]@agriculture.vic.gov.au](mailto:Personal Information [REDACTED]@agriculture.vic.gov.au); Personal Information [REDACTED] (DJPR) [Personal Information \[REDACTED\]@agriculture.vic.gov.au](mailto:Personal Information [REDACTED]@agriculture.vic.gov.au)
Subject: Re: Response required - Rydges on Swanston - concerns about security

Hi PPO [REDACTED]

I think the response is very strong and I do not think any further actions are required.

Regards
 Rachaele

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From: PPO [REDACTED] (DJPR) [Personal Information \[REDACTED\]@ecodev.vic.gov.au](mailto:Personal Information [REDACTED]@ecodev.vic.gov.au)
Sent: Wednesday, May 13, 2020 12:23:05 PM
To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>
Cc: Personal Information [REDACTED] (DHHS) <[Personal Information \[REDACTED\]@dhhs.vic.gov.au](mailto:Personal Information [REDACTED]@dhhs.vic.gov.au)>; Gonul Serbest (DJPR) [Personal Information \[REDACTED\]@global.vic.gov.au](mailto:Personal Information [REDACTED]@global.vic.gov.au); Op Sfty Adv. [REDACTED] (DJPR) [Personal Information \[REDACTED\]@agriculture.vic.gov.au](mailto:Personal Information [REDACTED]@agriculture.vic.gov.au); Personal Information [REDACTED] (DJPR) [Personal Information \[REDACTED\]@agriculture.vic.gov.au](mailto:Personal Information [REDACTED]@agriculture.vic.gov.au)
Subject: RE: Response required - Rydges on Swanston - concerns about security

Hello all – Please find attached actions undertaken by Unified Security in response to concerns raised regarding the behaviour of its staff at Rydges on Swanston. I am comfortable with Unified's response, but am happy to follow-up on any outstanding concerns.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information @ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



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From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>
Sent: Monday, 11 May 2020 2:53 PM
To: PPO (DJPR) @ecodev.vic.gov.au; DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidacom-support@ecodev.vic.gov.au>
Cc: Personal Information (DHHS) <Personal Information@dhhs.vic.gov.au>; Gonul Serbest (DJPR) Personal Information@global.vic.gov.au; Op Sfty Adv. (DJPR) Personal Information@agriculture.vic.gov.au; Personal Information (DJPR) Personal Information@agriculture.vic.gov.au
Subject: RE: Response required - Rydges on Swanston - concerns about security

Thanks PPO,

This is good strong response, thank you

Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander
djprcovidacom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information @agriculture.vic.gov.au

djpr.vic.gov.au

From: PPO (DJPR) Personal Information@ecodev.vic.gov.au

Sent: Monday, 11 May 2020 2:11 PM

To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidacom-lead@ecodev.vic.gov.au>; DJPR COVID

Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>

Cc: ^{Personal Information} (DHHS) ^{Personal Information} <@dhhs.vic.gov.au>; Gonul Serbest (DJPR) ^{Personal Information} <@global.vic.gov.au> ^{Op Sfty Adv.} (DJPR) ^{Personal Information} <@agriculture.vic.gov.au>

Subject: RE: Response required - Rydges on Swanston - concerns about security

Importance: High

Hello all – Unified Security agrees that the issues raised are completely unacceptable. They will be standing down the entire team at Rydges on Swanston (services are currently delivered in full by a subcontractor at this site) pending a full investigation of the issues raised. The changeover of staff will occur at 1800 tonight and will be overseen by senior Unified Security staff. Replacement guards will be sourced from Unified's existing pool of high performing staff that have been deployed at our other hotel sites under this operation without incident.

Unified's Victorian State Manager will attend tomorrow's stakeholder meeting ^{Op Sfty Adv.} – I have provided relevant contact details in a separate email).

Unified has asked for a few days to complete a full investigation of the issues raised. I will circulate the findings of this investigation when they come through.

Please feel free to reach out to me should you have any queries.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

^{Personal Information}

^{Personal Information} <@ecodev.vic.gov.au>

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From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>

Sent: Monday, 11 May 2020 12:20 PM

To: ^{PPO} (DJPR) ^{Personal Information} <@ecodev.vic.gov.au>; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>; DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>

Cc: ^{Personal Info} (DHHS) ^{Personal Information} <@dhhs.vic.gov.au>; Gonul Serbest (DJPR)

^{Personal Information} <@global.vic.gov.au>

Subject: Response required - Rydges on Swanston - concerns about security

Hi

Yes, can you please raise these very serious concerns with United Security and their subcontractor EPS, with a response required by the end of the day. These behaviours cannot be tolerated.

Before you raise these allegations, **can you please remove the names of all DHHS or hotel staff.** The names of security officers can remain.

Thanks, [Redacted]

Regards
Rachae

Rachaele May
Operations Soteria (COVID-19)
DJPR Hotel Quarantine Agency Commander
djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
Department of Jobs, Precincts and Regions
402 Mair Street Ballarat, Victoria Australia 3350

Personal Information [Redacted]

Personal Information [Redacted]

[@agriculture.vic.gov.au](mailto:[Redacted]@agriculture.vic.gov.au)

djpr.vic.gov.au

From: [Redacted] (DJPR) [\[Redacted\]@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)

Sent: Monday, 11 May 2020 10:50 AM

To: DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>; DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>

Subject: RE: URGENT ACTION REQUIRED FW: Rydges on Swanston - concerns about security

Thanks for this.

Rachaele – Are you happy for me to put these allegations to Unified Security for a formal response? As they are using a subcontractor at this site, they need to be made aware of this.

[Redacted]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [Redacted]

Personal Information [Redacted]

[\[Redacted\]@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)

djpr.vic.gov.au

jobs.vic.gov.au



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From: Melody Bush (DHHS) [\[Redacted\]@dhhs.vic.gov.au](mailto:[Redacted]@dhhs.vic.gov.au)

Sent: Monday, 11 May 2020 8:27 AM

To: [\[Redacted\]@dhhs.vic.gov.au](mailto:[Redacted]@dhhs.vic.gov.au); [Redacted] (DHHS)

Personal Information @dhhs.vic.gov.au>; Personal Information (DHHS) Personal Information @dhhs.vic.gov.au>;
 Personal Information (DHHS) Personal Information @dhhs.vic.gov.au>
Cc: Pam Williams (DHHS) Personal Information @dhhs.vic.gov.au>; DHHSOpSoteriaEOC
 <DHHSOpSoteriaEOC@dhhs.vic.gov.au>
Subject: URGENT ACTION REQUIRED FW: Rydges on Swanston - concerns about security

Hi all

I spoke to Personal Information late last night and I'm concerned that both our staff and the nurses are subjected to this situation.

Can we discuss this morning and raise urgently with DJPR.

Cheers

Mel

Melody Bush

Director Emergency Management and Health Protection

West Division

Department of Health & Human Services

Personal Information @dhhs.vic.gov.au

*North and West Duty Officer – 1800 326 627
 Barwon South West Duty Officer - 1800 238 183
 Grampians Duty Officer - 1800 238 414
 State Duty Officer - 1300 790 733
 West Division Code Brown / relocation number - 1800 780 354*

From: Rydges Swanston (DHHS) <RydgesSwanston@dhhs.vic.gov.au>
Sent: Sunday, 10 May 2020 11:09 PM
To: DHHSOpSoteriaEOC <DHHSOpSoteriaEOC@dhhs.vic.gov.au>; Personal Information (DHHS) Personal Information @dhhs.vic.gov.au>
Cc: Personal Information (DHHS) Personal Information @dhhs.vic.gov.au>; Melody Bush (DHHS) Personal Information @dhhs.vic.gov.au>; Rydges Swanston (DHHS) <RydgesSwanston@dhhs.vic.gov.au>
Subject: Rydges on Swanston - concerns about security

Hi,

Hotel staff and overnight nurses have approached me and Personal Information (AO, cc'ed) about the following concerns specifically about security guards at Rydges on Swanston. It would be good to also have DJPR liaison with these issues as appropriate.

The following were the issues that were raised:

- Harassment towards staff, repeated comments such as "eat your skinny"
- Intimidating body language and "leering" comments towards nurses
- Speaking to female hotel staff in ways that are overly friendly and "hitting on" them, Personal Information one of the supervisors has been involved in this
- Inappropriate comments towards females staff that are suggestive or 'go to far', including from a supervisor, the attitude is of disrespect towards females
- Feeling like it is a 'dictatorship', the general attitude from security is 'condescending' and staff are feeling 'intimidating'. Security have said to hotel staff that 'nurses need to know their place'
- Security guards raising concerns repeatedly about 'procedures and policy' and requesting nursing staff get in the lift with Covid positive guests- when this has not been agreed

procedures. Many of these issues have occurred during transfer of guests highlighting importance of transferring guests during DHHS hours.

-Security have accessed the commercial kitchen repeatedly despite being asked not to by hotel. The hotel staff member has taken numerous steps to stop this i.e asking them not to, emailing manager, putting up signs, blocking the door with a table with each of these steps being disregarded and security continuing to access the kitchen. This puts hotel at risk for food safety regulations and is concerning as basic instructions are not being followed

Personal Information a guard last night was involved in the above point towards a nurse last night.

-They are very argumentative and have told multiple nursing staff about PPE procedures

-Inappropriate use of resources including:

- I.e they have been requested multiple times by hotel not to use commercial kitchen and have kept entering the kitchen regardless and 'helped them self' to food/plates etc
- PPE is 'walking away' i.e. PPE packs that were distributed advance that were packed for security with sufficient supply for 24 hours. Staff then approached nurses requesting more saying none had been packed and received more (different nursing staff on shift). We can start looking at a log of these.

Suggestions for possible training:

-Working in a multidisciplinary team, working in a welfare/patient care setting

-PPE use training

Actions taken tonight:

- Hotel staff member confirmed she will email **Personal Information** (duty manager) about her concerns
- Discussed a safety plan with staff for tonight with AO primary point of contact, staff were comfortable for tonight and felt safe.
- Staff are aware that AO's will support their safety, escalate to police, provide an additional presence as needed, or raise direct immediate concerns with security for action as required.
- **Personal Information** of EOC suggested doing some PPE stocktake and creating a register to sign out PPE to staff (handed over to **Person** for tomorrow)

We asked if there were any staff that seemed to be respectful and working well at hotel as it is not every staff member involved in this.

- Grey haired man who speaks Arabic who is on this evening for night shift
- **Personal Information** who always wears a high vis vest
- One that is from America Samoa

Thanks Kindly,

Personal Information

DHHS TL Rydges

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Meeting Minutes

Health Safety Incidents - Rydges Hotel (Swanston St, Carlton)

Subject: Health Safety Incidents - Rydges Hotel

Date: 12 May 2020 **Time:** 1.30 pm to 2.30pm

Location: Rydges Hotel, Swanston Street, Carlton

Meeting number: 1

Chair: [Redacted] (Operational Safety Advisor / Project Hotel Soteria)

Minute-taker: [Redacted]

DJPR file no.: Click or tap here to enter text.

Attendees (Name, Organisation)

[Redacted] (Rydges Hotel owner), [Redacted] (Safety/DHHS), [Redacted] (Dir EMHP-DHHS), [Redacted] (DHHS), [Redacted] (GM Rydges Hotel), N Coppick (Unified Security Manager), [Redacted] (DHHS)

Apologies (Name, Organisation)

[Redacted] (DHHS), [Redacted] (DHHS)

CFI: A Jarvis (DJPR/ Safety Officer), [Redacted] (Safety Lead- DHHS), [Redacted] (DJPR/ Regional team lead), R May (DJPR Hotel Quarantine Agency Commander), [Redacted] (DHHS)

Key discussion points /decisions

Who Description

1. [Redacted]: To provide a brief overview of what had occurred of the behaviours of the security guards, to the nursing and hotel staff

Response: [Redacted] advised that, she received a call on Sunday evening, 10 May from one of the nurses, raising concerns of the security staffs' behaviour. Hotel staff and overnight nurses had spoken to an AO about the concerns. There were no immediate issues. Email was sent on Sunday night 10 May advising of the situation at the hotel.

2. [Redacted]: Update of the interim Health Safety (HS) risk controls implemented by Unified Security and investigation .

Response: One guard has been terminated and other guards have been stood down. Interviews to be conducted with all guards. New guards have started at Rydges.

Key discussion points /decisions

Who	Description
3.DHHS staff	Statements to be provided from nursing and hotel staff. Support to be provided from [Op Sfty Adv.] as required. De identified information of each statement to be put into Sims incident database system by [Op Sfty Adv.]
4. [Personal Informa]	Security guards have been entering commercial kitchen. Hotel staff member had sent numerous emails, signs erected, blocking the door with a table, to cease entering the kitchen. This put the hotel at risk in relation to food safety protocols.
5. PPE	Security guards had been accessing the personal protective equipment from the nurses. Supply's have then been depleted.
6. Final comments	Reinforced to the team at the meeting for the hotel staff and nurses to advise their managers / team leaders on the day, if any incidents occur again. This is important to have the incidents addressed on the day / asap. Importance of offering EAP and also now follow up of the nurses / hotel staff.

Actions – new

#	Action	Owner	Due	Status	Update
1.	Investigation and actions as required	N Coppick	13/5/20	Completed	19/5/20
2.	Statements hotel and nursing hotel staff	[Personal Informa]	15/5/20	Open	19/5/20
3.	To de identified statements to enable to be put into sims by [Op Sfty Adv.] Note: this action was following the meeting, as discussed with [Personal Info] and [Personal Inf] Separate incidents need to put into sims to identify the number of incidents and be reported	[Personal Informa]	15/5/20	Open	19/5/20
4.	Nigel notified, who has advised all security guards not to enter the commercial kitchens.	N Coppick	11/5/20	Closed	Need to review at meeting
5.	Audit of the stock, completed Access of stock by nurses only. A register is being kept	Nursing staff	11/5/20	Closed	N/A
	All PPE for security guards, Is supplied by Unified	N Coppick	12/5/20	Closed	N/A
6.	Importance of offering EAP and reporting incidents on the day				

Next meeting: 19/5/20 - Venue: Rydges on Swanston - Time: 1.30pm to 2.30pm -

From: Nigel Coppick
Sent: Thu, 21 May 2020 13:09:52 +1000
To: DJPR COVID Accom-Lead (DJPR), PPO (DJPR)
Subject: RE: LEGALLY PRIVILEGED - Formal Disclosure Complaint [CM-COMP.FID2036]

Good Afternoon All,

I hope you are well? I have followed this up from a report this, morning that I haven't quite gotten to.

Overview:

- an Alleged Uber driver arrived and advised the security " I have a fucking delivery for Crown"
- Security advised the Uber driver to calm down and not to be abusive.
- Security advised which hotel the order was for?
- Uber driver stated " I've had a shit day and it's for bloody crown"
- Security asked to review his app to establish the name and room number or the order, this is when the Uber driver once again became abusive and informed security to move away.
- The Uber driver then called police
- Police were unable to establish the room number.
- the Uber driver was then advised by police to move on and return with the correct details.
- Uber driver did not return

We are confident that the Alleged Driver was not acting at the time in the capacity of said 'Uber Driver' he was not able to provide any information via the Uber Delivery App to both Security personnel and or to the attending VicPol Members at the time of attendance. Police that arrived on scene at the time who provided a move on direction to the Alleged Driver, agreed that it was a private delivery to an unknown location within the Crown Hotel Precinct.

Further to this at no time was there a Physical Altercation. At this time there is no further action to be taken...

Regards

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia

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Personal Information
 [REDACTED]@unifiedsecurity.com

.au
 Personal Information
 [REDACTED]



unifiedsecurity.com.au

SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HO
 BART

From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>

Sent: Thursday, 21 May 2020 11:56 AM

To: PPO [REDACTED] (DJPR) [REDACTED]@ecodev.vic.gov.au>; Nigel Coppick
 [REDACTED]@unifiedsecurity.com.au>

Subject: FW: LEGALLY PRIVILEGED - Formal Disclosure Complaint [CM-COMP.FID2036]

Hi PPO [REDACTED] and Nigel,

See below a report of a physical altercation between a Unified security guard and an UberEats driver, whereby police were called to Crown.

Nigel, can you please investigate and report back on the outcomes and actions underway.

Thank you,
 Rachaele

Rachaele May

Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander
djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
 Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

Personal Information
 [REDACTED]

Personal Information
 [REDACTED]@agriculture.vic.gov.au

djpr.vic.gov.au

From: Personal Information [REDACTED]@crownresorts.com.au>

Sent: Thursday, 21 May 2020 11:14 AM

To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>

Cc: Personal Information [REDACTED] (DJPR) [REDACTED]@ecodev.vic.gov.au>

Subject: RE: LEGALLY PRIVILEGED - Formal Disclosure Complaint [CM-COMP.FID2036]

Hi Rachaele

Just FYI – the police were called to Crown again overnight as one of the Unified Security Guards got into a physical altercation with an Uber Eats driver (the police were called by the Uber Eats driver).

Abstract: Fight
 Person(s): 2x males
 Location: Crown Promenade Driveway
 Reason: An Uber Eats delivery driver and a Unified Security contractor were involved in a physical altercation
 Incident Coordinator: M1
 Vic Pol Notified: Vic Pol were called by the delivery driver
 Outcome: Vic Pol viewed footage of the altercation and spoke to both parties. The delivery driver left site and the Unified Security contractor returned to work

Regards

Personal Information

Group General Manager – Regulatory and Compliance | Crown Resorts Limited

Personal Information

@crownresorts.com.au | w:

www.crownmelbourne.com.au

From: DJPR COVID Accom-Lead (DJPR) [<mailto:DJPRcovidacom-lead@ecodev.vic.gov.au>]

Sent: Monday, 27 April 2020 11:14 PM

To: Personal Information; DJPR COVID Accom-Lead (DJPR)

Cc: Personal Information (DJPR)

Subject: RE: LEGALLY PRIVILEGED - Formal Disclosure Complaint [CM-COMP.FID2036]

Hello Michelle

Thank you for raising this matter with us. The allegations in the complaint are disturbing and DJPR will take this matter very seriously. We will raise this immediately with the contracted security company, Unified, and seek appropriate action.

I will be in touch once we resolve the matters below.

Regards

Rachaele

Rachaele May

Operations Soteria (COVID-19)

DJPR Hotel Quarantine Agency Commander

djprcovidacom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions

402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information

@agriculture.vic.gov.au

djpr.vic.gov.au

From: [Personal Information] <[redacted]@crownresorts.com.au>
Sent: Monday, 27 April 2020 7:49 PM
To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Cc: [Personal Information] (DJPR) [Personal Information] <[redacted]@ecodev.vic.gov.au>
Subject: LEGALLY PRIVILEGED - Formal Disclosure Complaint [CM-COMP.FID2036]

Hi Rachaele

I understand that [Personal Information] has explained to you that Crown's external Whistleblower service has provided us a disclosure they received on 23 April 2020 from an anonymous complainant, regarding the conduct of 'Unified Security' staff on our site at Crown Metropol, whilst supervising quarantined/isolated persons.

The alleged respondents are:

1. [Personal Information] (Surname not known) Supervisor Unified Security
2. [Personal Information] (Surname not known) Supervisor Unified Security
3. [Personal Information] Main Contractor Unified Security
4. [Personal Information] (Surname not known)

It is alleged that on 2 April 2020 the first respondent – [Personal Information], supplied pizza and beers for dinner for each of the guards who were working that night. The pizza and beers were served on every floor, with approximately three guards working on each floor. The first respondent told some of the guards that the beer was non-alcoholic, but it allegedly contained 4.5% alcohol; some guards declined the beer. The complainant said the first respondent "smells of alcohol almost every other night". The complainant provided a photo of a guard holding a beer and slice of pizza whilst on shift [his face has been redacted].

The complainant said that the guards make inappropriate sexual jokes and advances towards the female guards whilst on duty, despite knowing they are married or in relationships. The second respondent – [Personal Information] is the worst culprit for making sexual jokes and advances and tells female guards he will make them supervisors if they spend more time with him. The female guards feel very uncomfortable around him.

The complainant said recently, some of the guards got into a physical altercation amongst themselves in the lobby of Crown Metropol and one guard choked another guard [the police attended this matter].

Further, the complainant said the third and fourth respondents – [Personal Information] are charging for up to twelve hours work for each of the subcontractors, but sending many of them home after six or seven hours, and keeping the rest of the money. The complainant said this occurred for the whole week ending on 12 April 2020, and possibly other times that he/she is not aware of. One of the guards who was sent home early during this period was [Personal Information].

Lastly, the complainant said that Unified are paying the guards different rates, for the exact same shifts. The guards are being paid between \$20.00 per hour and \$24.00 per hour, which falls below the award rate.

Rachaele – I will close this matter with the external provider and leave it with you to resolve. Please let me know if you require any further information or assistance.

Regards

[Personal Information] Group General Manager – Regulatory and Compliance | Crown Resorts Limited

[Personal Information] <[redacted]@crownresorts.com.au | w:

www.crownmelbourne.com.au

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From: DJPR COVID Accom-Lead (DJPR)
Sent: Sun, 14 Jun 2020 17:25:12 +1000
To: CCOC (DJPR); PPO (DJPR)
Cc: Op Sfty Adv. (DJPR); Personal Information (DJPR)
Subject: For action - security staff - Stamford Plaza concerns - as discussed

Hi CCOC and PPO

The reports below of security behaviour are not acceptable.

PPO and CCOC can you please confirm back with me when this has been raised with the relevant company – infection control procedures MUST be adhered to.

Regards
 Rachaele

Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander
djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
 Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

Personal Information
 Personal Information @agriculture.vic.gov.au

djpr.vic.gov.au

From: Merrin Bamert (DHHS) Personal Information @dhhs.vic.gov.au
Sent: Sunday, 14 June 2020 5:02 PM
To: Personal Information (DHHS) Personal Information @dhhs.vic.gov.au; Personal Information (DHHS) Personal Information @dhhs.vic.gov.au
Cc: Personal Information (DHHS) Personal Information @dhhs.vic.gov.au; DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; COVID19InfectionControl (DHHS) Personal Information @dhhs.vic.gov.au; Pam Williams (DHHS) Personal Information @dhhs.vic.gov.au
Subject: RE: Stamford Plaza concerns - as discussed

Hi Personal Information

I have ccd in Rachaele and will call her urgently to speak to the security company and the DJPR site lead

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In addition I have ccd in the infection control team to organise an urgent IPC review of Stamford. I assume this handover happens every shift change over so I can ask the team to do the review at that time.

Kind regards

Merrin

Merrin Bamert

Commander, Operation Soteria, Covid - 19
 Director, Emergency Management, Population Health and Health Protection
 South Division
 Department of Health and Human Services
 Level 5 / 165-169 Thomas Street, Dandenong, 3175

Personal Information

Personal Information

[@dhhs.vic.gov.au](mailto:Personal Information@dhhs.vic.gov.au)

From: Personal Information (DHHS) Personal Information [@dhhs.vic.gov.au](mailto:Personal Information@dhhs.vic.gov.au)>

Sent: Sunday, 14 June 2020 4:54 PM

To: Merrin Bamert (DHHS) Personal Information [@dhhs.vic.gov.au](mailto:Personal Information@dhhs.vic.gov.au)>; Personal Information (DHHS) Personal Information [@dhhs.vic.gov.au](mailto:Personal Information@dhhs.vic.gov.au)>

Cc: Personal Information (DHHS) Personal Information [@dhhs.vic.gov.au](mailto:Personal Information@dhhs.vic.gov.au)>; Personal Information (DHHS) Personal Information [@dhhs.vic.gov.au](mailto:Personal Information@dhhs.vic.gov.au)>

Subject: Fwd: Stamford Plaza concerns - as discussed

Merrin and Personal Information

Please see the below response from DJPR site Manager. You will see the history below but in short the Stamford Plaza Team Leader raises significant concerns with us regarding the issues outline below.

I raised the issue verbally with the Site Manager ^{CCOC} this afternoon then followed up by email below. Below is his response. Will provide on handover notes for tomorrow to be followed up further.

Regards

Personal Information

Manager, Emergency Management
 Eastern Metropolitan Region
 Department of Health & Human Services

Personal Information

From: DHHSOpSoteriaEOC <DHHSOpSoteriaEOC@dhhs.vic.gov.au>

Sent: Sunday, June 14, 2020 3:35 pm

To: Personal Information (DHHS)

Subject: FW: Stamford Plaza concerns - as discussed

CCOC [REDACTED] (DJPR) [REDACTED] Personal Information <[\[REDACTED\]@global.vic.gov.au](mailto:[REDACTED]@global.vic.gov.au)>
Sent: Sunday, 14 June 2020 3:29 PM
To: DHHSOpSoteriaEOC <DHHSOpSoteriaEOC@dhhs.vic.gov.au>
Cc: [REDACTED] Personal Information (DEDJTR) [REDACTED] Personal Information <[\[REDACTED\]@global.vic.gov.au](mailto:[REDACTED]@global.vic.gov.au)>; [REDACTED] Ad. Officer
 [REDACTED] Personal Information <[\[REDACTED\]@jarrahis.com.au](mailto:[REDACTED]@jarrahis.com.au)>; [REDACTED] Personal Information <[\[REDACTED\]@bigpond.com](mailto:[REDACTED]@bigpond.com)>;
 [REDACTED] Personal Information <[\[REDACTED\]@gmail.com](mailto:[REDACTED]@gmail.com)>
Subject: RE: Stamford Plaza concerns - as discussed

Hi [REDACTED] Personal Information

Thank you for the chat earlier and raised the below mentioned issues.

I would have appreciate if the team leader would have reported to me and it would have been resolved straight away.

Anyway I can assure you that I am going to have a talk with the security who was in charge this morning and insure the social distancing and rules of gathering is followed during the briefing. I will also arranging with the security and nurses so that all the security members are trained how to use the PPE.

In regards to the hairdresser we do have a procedure that is been followed however any suggestion is welcome to insure better safety'

We are still waiting for the log book and procedure guideline to be implemented /Team leader aware.

Kind regards,

CCOC [REDACTED]

From: DHHSOpSoteriaEOC <DHHSOpSoteriaEOC@dhhs.vic.gov.au>
Sent: Sunday, 14 June 2020 2:12 PM
To: [REDACTED] CCOC (DJPR) [REDACTED] Personal Information <[\[REDACTED\]@global.vic.gov.au](mailto:[REDACTED]@global.vic.gov.au)>
Cc: DHHSOpSoteriaEOC <DHHSOpSoteriaEOC@dhhs.vic.gov.au>
Subject: Stamford Plaza concerns - as discussed

Hi [REDACTED] CCOC

As discussed please see the issues raised with us regarding the Stamford Plaza Hotel. As discussed there are multiple issues here that we need to address as soon as possible. I understand from our discussion that the security company engaged at the Stanford is NSS. We have significant concerns about the response provided by Security when approached by our Team Leader this morning, and about the ongoing issues regarding the correct use of PPE. I have attached for your reference, as discussed, the documentation relating to correct usage of PPE however note the additional efforts that our team have been attempting to implement in the hotel to address this issue.

Can you please consider the below and respond to me as soon as you can with proposals to address the issues raised.

Regards

[REDACTED] Personal Information

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Personal Information

Manager, Emergency Management, Eastern Metro Region
 Department of Health and Human Services
 883 Whitehorse Road, Box Hill

Personal Information

[@dhhs.vic.gov.au](mailto:dhhs.vic.gov.au)

We respectfully acknowledge the Traditional Owners of country throughout Victoria and pay respect to the ongoing living cultures of Aboriginal people.

From: StamfordPlaza (DHHS)

Sent: Sunday, 14 June 2020 8:24 AM

To: DHHSOpSoteriaEOC <DHHSOpSoteriaEOC@dhhs.vic.gov.au>

Subject: Public Health Concern re Security at Stamford

Good Morning,

Three public health concerns:

1.

I entered the hotel today to find the 70 security for Stamford standing shoulder to shoulder in a room 6x6 metres.

I spoke to the head security Personal Info to remind him about social distancing and rules of groups gathering. He advised me his meeting was more important than the rule.

I advised him he can not gather in those numbers and not social distance.

I suggested he break his team meeting into smaller numbers and use a larger area such as downstairs so that security can stand apart from one another.

Nurses have raised concerns that they have tried to address the PPE breaches with security previously and have not succeeded. The security have been observed to wear full PPE to the toilet, gloves in the bathroom, not wash hands after toileting (women and men), wearing gloves all day, touching their clothes, phones, faces etc.

Yesterday I have them the PPE procedure and a video showing them how cross contamination occurs and how easy it happens. I have seen a decrease in glove use however the gathering this morning is a huge concern. Nurses also advised that as the 70 were leaving the hotel they were hugging each other etc.

There are positives from this flight that remain in the hotel (one child tested positive and family of 5 negative) however it is unlikely the child is the only positive guest given he was unlikely to not touch anything on the flight.

2.

On 6 June I raised concerns to EOC about the hairdressers being open and working from the reception area of the Stamford. In summary, clients to the hairdresser enter the hotel reception to enter the hairdressers. They use the lifts and stairs that take them to the floor where DHHS staff, security, nurses, supplies and food is prepared. They use the same space which guests of the hotel use to walk through to go for fresh air walks and smokers walks. They loiter in reception, door to hairdressers is open to reception and guests do not correctly use PPE or take precautions.

3.

There is still no log book at the Stamford for people/staff arriving to the hotel. I am conscious that this has been mandatory procedure for a couple of weeks now.

The AO team Leader is present and agrees that the gathering is a concern.

For your consideration and notice

Personal Information

DHHS Team Leader – Quarantine Hotel

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MEETING – HEALTH SAFETY INCIDENTS – GRAND CHANCELLOR– 14/6/20

To: Personal Information (DHHS), Personal Information (DJPR), PPO (DJPR), CCOC (DJPR), Ad. Officer (DJPR Lead), Personal Information (DHHS), Personal Information (Stamford Plaza), Anthony Bandiera (MSS Bus Client Services Mgr)

From: Op Sfty Adv. (Operational Health Safety Advisor / DJPR)

CFI: Rachaele May (DJPR Accom Lead), Personal Information (Safety Lead / DHHS), Personal Information (Safety Team Lead/ DJPR)

Subject: Meeting Agenda HS Stamford Plaza

Date: 16 June 2020

Skype Meeting: see invite for details **Time:** 11am to 12md

AGENDA

Aim: to review the issues, actions implemented and where support is required

1. Welcome to all, introductions Brief Self introsAll
 - Apologies
2. **MSS security guards as alleged:**
 - 70 in a room, not observing social distancing. Guards, close contact with each other leaving the building
 - Guards not following PPE, infection control practices, using gloves, bathroom breaks
 - Inappropriate behaviour by guards, disagreements with DHHS Lead over PPE use practices by guards
 - Infection control procedures not being followed
3. **DHHS staff alleged behaviour issues, to guards, hotel staff** Op Sfty Adv.
4. **Clients going to the hairdresser accessing, floors in the hotel via the lift, going to nurses/ DHHS floors, clients loitering in reception** Personal
5. Any other final comments
6. Discuss if another meeting is required

Feel free to give me a call, if you have any questions or comments.

Regards,

Op Sfty Adv. (DJPR / Operational Health Safety Advisor) ph.: Personal Information

Personal Information @agriculture.vic.gov.au

Meeting Minutes

Health Safety Incidents - Stamford Plaza Hotel

Subject: Health Safety Incidents - Stamford Plaza Hotel - 14/6/20 Sunday
Date: 12 May 2020 **Time:** 1.30 pm to 2.30pm
Location: Stamford Plaza Hotel
Meeting number: 1
Chair: [Redacted] (Operational Safety Advisor / Project Hotel Soteria)
Minute-taker: [Redacted]

Attendees (Name, Organisation)

[Redacted] (Safety/ DHHS), A Bandieri (Bus client service mgr. MSS security), [Redacted] (DJPR/ security), [Redacted] (mgr Stamford), [Redacted] (DJPR lead),

Apologies (Name, Organisation)

[Redacted] (Operations / DJPR), [Redacted] (DJPR lead),

CFI: [Redacted] (Safety Lead- DHHS), [Redacted] (DJPR / Regional team lead), R May (DJPR Hotel Quarantine Agency Commander), [Redacted] (DHHS)

Key discussion points /decisions

Who Description of the issues

1. [Redacted] All attendees welcomed and provided self-introductions
2. Anthony Bandiera, [Redacted] Guards not maintaining social distancing..... Provided a brief on the incident, Sunday 14/6/20, DHHS Lead very concerned that 70 guards, approx, had their handover in one room, with no social distancing and when saying goodbye at the changeover of their shifts. Discussed alternative areas to have the handover (see below for actions)
3. [Redacted] Ad. Officer Anthony MSS guards were not following the PPE, infection control guidelines..... Comment was made that the guards were advised of different policies, procedures for PPE. Nurses had given a briefing to the guards on PPE, i.e. handwashing, use of hand sanitiser. The guards also wearing gloves when handling the guest's luggage as they were more comfortable. Note: see point 2 in relation to NOT to wear gloves and the PPE DHHS guidelines attached.

Key discussion points /decisions

Who	Description of the issues
4. Op Sfty Adv. [REDACTED]	Aggressive behaviour DHHS nurse Behavioural issues reported by guards of a DHHS leads behaviour towards them A DHHS nurse lead, as alleged by the guards has been aggressive, talking down to them. The guards then responded to the DHHS nurse in being unhappy about the behaviour. Note: see actions below
5. Op Sfty Adv. [REDACTED] / Person [REDACTED]	Hair salon in hotel near lobby / clients' members of public using the service..... Clients are entering off the laneway, through a door into the hotel lobby. Other comments were that the clients were going up into the lift and entering the nurses, DJPR green areas. Clients were also loitering in the reception area. Op Sfty Adv. [REDACTED] raised the risks of clients entering a quarantine hotel, potential exposure to the clients entering the hotel and when the guests are in the lane on fresh air breaks. Note: see the actions below.
6. Other business:	No other business discussed

Actions – new

#	Action	Owner	Due	Status	Update
1.	To advise the guards to have smaller groups of the guards to ensure social distancing. Ad. Officer [REDACTED] had followed up with her team regarding the issues raised on Sunday 14/6/20 and actions had been implemented. Note: Person [REDACTED] advised that the café, can be uses as an area for a handover as well.	Anthony	16-6-20	Open	Next meeting 23/6/20
2.	To advise the guards of the following and provide the DHHS guidelines on PPE attached. "Gloves are NOT a substitute for hand hygiene and gloves are NOT recommended for any security staff or AO staff member at any time. Alcohol-based hand rub is NEVER applied to gloved hands." (DHHS guidelines). Note: wearing gloves, and accidentally touching your face etc, can occur.	Anthony	18/6/20	Open	Next meeting 23/6/20
3.	To follow up with DHHS of the nurse's aggressive behaviour	Personal Infor [REDACTED]	18/6/20 COB	Open	Next meeting 23/6/20
4.	Person [REDACTED] and I discussed that the use of the, hair salon with the exposure of covid 19 to the clients / hairdresser to be discussed outside this meeting. Op Sfty Adv. [REDACTED]	Op Sfty Adv. [REDACTED]	16/6/20	Open	Next meeting 23/6/20

to advise the DJPR management team.

Next meeting: 23/6/20 - Skype Meeting (see invite) - Time: 11am to 12 md

Attached:

OPERATION SOTERIA PPE Advice for Hotel Security Staff and AO's in Contact with Quarantined
Individuals Approved Date: 08 Jun 20 By: M. Adams DEP CMDR HLTH

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Organiser: [Redacted] (DJPR)
Subject: 2nd Meeting: Stamford Plaza, review action completion
Required: [Redacted] (DJPR); [Redacted]@mssecurity.com.au; [Redacted]@jarrahis.com.au; [Redacted]@spm.stamford.cc
 [Redacted] (DHHS); [Redacted] (DHHS); PPO [Redacted] (DJPR); CCOC [Redacted]
 (DJPR); [Redacted]@stamford.com.au; [Redacted] (DJPR)

Location: Skype Meeting details below
Start time: 23 Jun 2020 11:00:00 +1000
End time: 23 Jun 2020 12:00:00 +1000

Join Skype Meeting<[https://meet.lync.com/agriculture.vic.gov.au/\[Redacted\]/Y648JN2F](https://meet.lync.com/agriculture.vic.gov.au/[Redacted]/Y648JN2F)>
 Trouble Joining? Try Skype Web
 App<[https://meet.lync.com/agriculture.vic.gov.au/\[Redacted\]/Y648JN2F?sl=1](https://meet.lync.com/agriculture.vic.gov.au/[Redacted]/Y648JN2F?sl=1)>
 Help<<http://go.microsoft.com/fwlink/?LinkId=389737>>
 | Legal<<http://www.cenitex.vic.gov.au/Web33/home.nsf/AllDocs/1588A25124303188CA25755C00188165?OpenDocument&CollapseView>>
 [!OC([1033])!]

Hi all,

I look forward to meeting you tomorrow.

Agenda

- 1. Corrective actions completion
- 2. Other business

Please see the attached minutes of the meeting and the open actions for completion. Feel free to give me a call, if you have any questions, or need support.

Regards,

[Redacted]
 [Redacted]

Regional Safety Advisor / Agriculture Victoria / Business and Finance Services
 Operational Safety Advisor - Hotel Soteria Project
 Department of Jobs Precincts and Regions
 475 Mickleham Road, Victoria Australia, 3000
 [Redacted]@agriculture.vic.gov.au<mailto:[Redacted]@agriculture.vic.gov.au>

djpr.vic.gov.au
 [cid:image003.png@01D6449F.49EB8930]

.....

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From: Rachaele E May (DJPR)
Sent: Sun, 14 Jun 2020 17:23:33 +1000
To: PPO (DJPR) Op Sfty Adv.
 (DJPR); Personal Information @bunjimanagement.com.au
Cc: Personal Information (DJPR); Gonul Serbest (DJPR); DJPR COVID Accom-Lead (DJPR)
Subject: For investigation Monday 14 June - Grand Chancellor Actions

Hi Op Sfty Adv.

Could I ask you to please lead an internal investigation into these two incidents (sorry, I know you're off this week).

Regards
 Rachaele

Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander
djprcovidacom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
 Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

Personal Information
 Personal Information @agriculture.vic.gov.au

djpr.vic.gov.au

From: Merrin Bamert (DHHS) Personal Information @dhhs.vic.gov.au>
Sent: Sunday, 14 June 2020 5:12 PM
To: Rachaele E May (DJPR) Personal Information @agriculture.vic.gov.au>
Cc: Pam Williams (DHHS) Personal Information @dhhs.vic.gov.au>; Sandy M Austin (DHHS) Personal Information @dhhs.vic.gov.au>; Personal Information (DHHS) Personal Information @dhhs.vic.gov.au>; Personal Information (DHHS) Personal Information @dhhs.vic.gov.au>
Subject: FW: Grand Chancellor Actions

Hi

For discussion have tried to call but need your leads to do an incident report pretty quickly and we will also get our T/L to provide for us with yours attached.

Kind regards

Merrin

Merrin Bamert

Commander, Operation Soteria, Covid - 19
 Director, Emergency Management, Population Health and Health Protection
 South Division
 Department of Health and Human Services
 Level 5 / 165-169 Thomas Street, Dandenong, 3175

Personal Information

Personal Information [@dhhs.vic.gov.au](mailto:>@dhhs.vic.gov.au)

From: Personal Information (DHHS) Personal Information [@dhhs.vic.gov.au](mailto:>@dhhs.vic.gov.au)>

Sent: Sunday, 14 June 2020 5:02 PM

To: Merrin Bamert (DHHS) Personal Information [@dhhs.vic.gov.au](mailto:>@dhhs.vic.gov.au)>

Cc: Personal Information (DHHS) Personal Information [@dhhs.vic.gov.au](mailto:>@dhhs.vic.gov.au)>; Sandy Austin (DHHS)

Personal Information [@dhhs.vic.gov.au](mailto:>@dhhs.vic.gov.au)>

Subject: Grand Chancellor Actions

Merrin,

For your information....

2x incidents at Grand Chancellor in the last 24 hours.

Incident 1

A gentleman last night followed some nurses to the hotel and tried to enter. He was stopped by Security. Police were called and wrote a report. The gentleman was spotted again in the area this morning. Actions taken: Spoke with DJPR site Manager and have asked for an Incident Report to be written and provided to us, Our team leader has raised awareness for all staff at the hotel to take care. The hotel has made the car park available overnight for the nurses. We have also advised the Marriot which is close by so they are aware and can be cautious in case this individual is still around. We are awaiting copy of incident report to be provided.

Incident 2

~4pm this afternoon. Two people came into the hotel through the basement, advising the security guards they were staying there. They popped out in the foyer and security asked what they were doing there. They were escorted out of the hotel.

We have spoken with the VicPol EMLO and he is going to the hotel now to investigate further and to show a Police presence to show this is a serious breach. Security Personal Inf from Unified Security) has stood down the security guards who let the people in. The CCTV has been requested to be kept.

We have requested DJPR site Manager also include this incident in their Incident Report.

Regards

Personal Information

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Department of Health and Human Services
883 Whitehorse Road, Box Hill

Personal Information

[\[REDACTED\]@dhhs.vic.gov.au](mailto: [REDACTED]@dhhs.vic.gov.au)

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Meeting Minutes

Health Safety Incidents - Grand Chancellor Hotel

Subject: Health Safety Incidents - Grand Chancellor Hotel - 14/6/20 Sunday
Date: 16 May 2020 **Time:** 1.30 pm to 2.30pm
Location: Grand Chancellor Hotel
Meeting number: 1
Chair: [Redacted] (Operational Safety Advisor / Project Hotel Soteria)
Minute-taker: [Redacted]

Attendees (Name, Organisation)	Apologies (Name, Organisation)
Personal Information (Safety/ DHHS), M Nagi (Unified security), PPO (DJPR/ security), Personal Information (DJPR Lead)	Personal Information (Operations / DJPR),
CFI: Personal Information (Safety Lead- DHHS), Personal Information (DJPR / Regional team lead), R May (DJPR Hotel Quarantine Agency Commander)	

Key discussion points /decisions

Who	Description of the issues
1. [Redacted]	All attendees welcomed and provided self-introductions
2. Mo	Provide a brief on the two members of public entering the Chancellor Hotel Two males parked in the public car park Sunday 14/6/20. 2x males advised the guards that they were staying at the hotel. 2x males went to level 14, (see lift photo below) when the guards questioned them what room no they were in, they did not know then went down the lift to leave. Security questioned them at the ground floor, with no comments and were escorted out of the hotel. Vic pol were called, and a report provided. Note; See the actions below
3. Personal Information	Advised that not all DHHS nurses are signing the register upon arrival and finishing their shifts
4. [Redacted]	Raised the risk for MoP when exiting the carpark, that there is no pedestrian walkway at the entrance / exit points of the driveway. Mo advised that there is an exit door into a laneway for the MoP to exit the car park.
5. Other business	No other business.

Key discussion points /decisions

Who **Description of the issues**

6. Other business: No other business discussed

Actions – new

#	Action	Owner	Due	Status	Update
1.	All staff to have identification to present to security on arrival to go up to the lift, (see photo below for lift) to sign in. If there is no identification, the guard will radio to the manager. Needs to be communicated to all Leads, DJPR, DHHS, DNATA	Personal Informatic Personal Infor	19/6/20	Open Op Sfty Adv. to speak with Personal Personal Info	29/6/20
2.	Need to reinforce to the DHHS leads to remind the DHHS nurses to sign in / out on the register for their shift. To advise to go up in the lift, not via the exit of the driveway of the car park.	Personal Inform	19/6/20	Open Op Sfty Adv. to speak with Personal Inform	29/6/20

4.

Next meeting: Not required. Op Sfty Adv. to follow up with the open actions via an email on 26/6/20

Attached:

BASEMENT CARPARKING / LIFT - CAR PARK ATTENDENT



From: Rachaele E May (DJPR)
Sent: Tue, 23 Jun 2020 14:40:18 +1000
To: PPO [REDACTED] (DJPR); Personal Information [REDACTED] (DJCS)
Cc: Personal Information [REDACTED] (DJPR)
Subject: for follow up - Feedback on MSS at Holiday Inn

Hi PPO [REDACTED] and Personal Information [REDACTED]

See below some concerns raised by SkyBus around the behaviour of MSS security personnel at Holiday Inn last night.

Personal Information [REDACTED] can you please investigate, keep PPO [REDACTED] informed and let me know the outcomes.

Thanks

Regards
Rachaele

Rachaele May
Operations Soteria (COVID-19)
DJPR Hotel Quarantine Agency Commander

Personal Information [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)

A / Executive Director Emergency Coordination and Resilience
Department of Jobs, Precincts and Regions
402 Mair Street Ballarat, Victoria Australia 3350

Personal Information [REDACTED]

Personal Information [REDACTED] [@agriculture.vic.gov.au](mailto:[REDACTED]@agriculture.vic.gov.au)

djpr.vic.gov.au

From: Pam Williams (DHHS) Personal Information [REDACTED] [s@dhhs.vic.gov.au](mailto:[REDACTED]@dhhs.vic.gov.au)
Sent: Tuesday, 23 June 2020 12:52 PM
To: Rachaele E May (DJPR) Personal Information [REDACTED] [@agriculture.vic.gov.au](mailto:[REDACTED]@agriculture.vic.gov.au); Kait K McCann (DJPR) Personal Information [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au); DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Cc: Merrin C Bamert (DHHS) Personal Information [REDACTED] [@dhhs.vic.gov.au](mailto:[REDACTED]@dhhs.vic.gov.au)
Subject: FW: Feedback from last night - received after summary sent.

Rachaele
Can you please investigate?

Pam Williams
COVID19 Accommodation Commander
Department of Health and Human Services

Personal Information [REDACTED] [@dhhs.vic.gov.au](mailto:[REDACTED]@dhhs.vic.gov.au)

www.dhhs.vic.gov.au

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Soteria (Ancient Greek : Σωτηρία) was the goddess or spirit (daimon) of safety and salvation, deliverance, and preservation from harm.

From: [Personal Information] (DOT) [Personal Information] <[Personal Information]@transport.vic.gov.au>
Sent: Tuesday, 23 June 2020 12:24 PM
To: DHHSOpSoteriaEOC [Personal Information] <[Personal Information]@dhhs.vic.gov.au>
Cc: Pam Williams (DHHS) [Personal Information] <[Personal Information]@dhhs.vic.gov.au>; Merrin Bamert (DHHS) [Personal Information] <[Personal Information]@dhhs.vic.gov.au>
Subject: FW: Feedback from last night - received after summary sent.

Hi Colleagues

Please see feedback below from SkyBus regarding an incident with onsite security at Holiday Inn last night. Appreciate your consideration and advice on any further action taken/required. I have advised SkyBus the matter has been escalated.

Many Thanks

[Personal Information]
 [Redacted]

A/Director, Metropolitan Tram Contracts
 Metro Surface Transport
 Department of Transport

525 Collins Street Melbourne, VIC 3000

[Personal Information]
 [Personal Information] <[Personal Information]@transport.vic.gov.au>
transport.vic.gov.au



From: [Personal Information] <[Personal Information]@skybus.com.au>
Sent: Tuesday, 23 June 2020 11:32 AM
To: [Personal Information] (DOT) [Personal Information] <[Personal Information]@transport.vic.gov.au>
Subject: [EXTERNAL] Feedback from last night - received after summary sent.

Hi [Personal Information]

Please see below feedback from [Personal Information] – one of best and most professional people. The MSS attitude indicated is completely acceptable – can you raise please in the meeting.

Regards

[Personal Information]
 General Manager – Victoria/Tasmania
 [Personal Information]
 [Personal Information] <[Personal Information]@skybus.com.au>

29 Francis Briggs Road
Melbourne Airport
VIC 3045



From: [Personal Information] <[redacted]@outlook.com>
Sent: Tuesday, 23 June 2020 10:13 AM
To: [Personal Information] <[redacted]@skybus.com.au>
Subject: holiday inn

Copy of message received.

Hey [Personal Infor]

Flight QR904. Holiday Inn, Melbourne Airport, MSS security.

[Personal Infor] and myself arrived at the Holiday Inn to co-ordinate. Everything was decided about bus location for bussing.

The first bus arrived at 2119 hrs! 10 minutes later the bus has not had 1 passenger taken of it. 20 minutes later I approached the MSS controller with the Vic Pol person and asked: Why is it taking so long? He replied : you can blame Daniel Andrews for cutting staff. He then threatened me that he would remove me from the operation! I replied :only when the last bus leaves! The first bus took 40 minutes to unload! The passengers were diverted to the rear of the hotel to enter the hotel (no front entry) 1 at a time. le bus 1 40 minutes, bus 2 38 min, bus 3 29 min, bus 4 58min, bus 5 62 min and bus 6 70 minutes to unload. This MSS person was aggressive to me and towards one of the passengers, he also commented aloud how he was being harassed by skybus !!! I ask one question and the acting in charge VicPol officer will back me up. [Personal Info] can back this up as well!

[Personal Information]

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From: Rachaele E May (DJPR)
Sent: Thu, 25 Jun 2020 09:13:58 +1000
To: Personal Information (DJCS); PPO (DJPR)
Subject: RE: for follow up - Feedback on MSS at Holiday Inn

Thanks Personal Information

Much appreciated.

Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander
djprcovidacom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

Personal Information
 Personal Information
 @agriculture.vic.gov.au

djpr.vic.gov.au

From: Personal Information (DJCS) <Personal Information@justice.vic.gov.au>
Sent: Thursday, 25 June 2020 9:10 AM
To: Rachaele E May (DJPR) <Personal Information@agriculture.vic.gov.au> PPO (DJPR)
 Personal Information@ecodev.vic.gov.au
Subject: Re: for follow up - Feedback on MSS at Holiday Inn

Hi Rachaele,

I've now managed to discuss the matter with the shift supervisor (and individual involved in the matter).

While the supervisor does not dispute the commentary attributed to him, he claims that the driver was aggressive and offensive from the outset, telling the security team that this 'was the worst hotel he had worked with', among other unsolicited and critical commentary.

He claims to have multiple witnesses who will corroborate his version of events, including the police officer on duty at the time.

The supervisor has conceded he could have responded better, and has indicated he may have been impacted by arriving at work to find 'half of my team had been sent home'.

I hope this helps, and please advise if you'd like me to do anything further with this.

Kind Regards

Personal Information
[Redacted]

General Manager, Procurement Operations
Department of Justice & Community Safety

Personal Information
[Redacted]
Personal Information
[Redacted] [@justice.vic.gov.au](mailto:[Redacted]@justice.vic.gov.au)

From: Personal Information (DJCS) Personal Information [@justice.vic.gov.au](mailto:[Redacted]@justice.vic.gov.au)

Sent: Tuesday, June 23, 2020 3:12:53 PM

To: Rachaele E May (DJPR) Personal Information [@agriculture.vic.gov.au](mailto:[Redacted]@agriculture.vic.gov.au); PPO [Redacted] (DJPR) Personal Information [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)

Cc: Personal Information (DJPR) Personal Information [@global.vic.gov.au](mailto:[Redacted]@global.vic.gov.au)

Subject: Re: for follow up - Feedback on MSS at Holiday Inn

Hi Rachaele,

Let me look into it and get back to you.

Personal Information
[Redacted]

General Manager, Procurement Operations
Department of Justice & Community Safety

Personal Information
[Redacted]
Personal Information
[Redacted] [@justice.vic.gov.au](mailto:[Redacted]@justice.vic.gov.au)

From: Rachaele E May (DJPR) Personal Information [@agriculture.vic.gov.au](mailto:[Redacted]@agriculture.vic.gov.au)

Sent: Tuesday, 23 June 2020 2:40 PM

To: PPO [Redacted] (DJPR) Personal Information [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au); Personal Information (DJCS)

Personal Information [@justice.vic.gov.au](mailto:[Redacted]@justice.vic.gov.au)

Cc: Personal Information (DJPR) Personal Information [@global.vic.gov.au](mailto:[Redacted]@global.vic.gov.au)

Subject: for follow up - Feedback on MSS at Holiday Inn

Hi PPO [Redacted] and Personal Information [Redacted]

See below some concerns raised by SkyBus around the behaviour of MSS security personnel at Holiday Inn last night.

Personal Inform [Redacted] can you please investigate, keep PPO [Redacted] informed and let me know the outcomes.

Thanks

Regards
Rachaele

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Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander
djprcovidacom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information

@agriculture.vic.gov.au

djpr.vic.gov.au

From: Pam Williams (DHHS) Personal Information@dhhs.vic.gov.au
Sent: Tuesday, 23 June 2020 12:52 PM
To: Rachaele E May (DJPR) Personal Information@agriculture.vic.gov.au; Kait K McCann (DJPR) Personal Information@ecodev.vic.gov.au; DJPR COVID Accom-Lead (DJPR) DJPRcovidacom-lead@ecodev.vic.gov.au
Cc: Merrin C Bamert (DHHS) Personal Information@dhhs.vic.gov.au
Subject: FW: Feedback from last night - received after summary sent.

Rachaele
 Can you please investigate?

Pam Williams
COVID19 Accommodation Commander
 Department of Health and Human Services

Personal Information

Personal Information@dhhs.vic.gov.au

www.dhhs.vic.gov.au

Soteria (Ancient Greek : Σωτηρία) was the goddess or spirit (daimon) of safety and salvation, deliverance, and preservation from harm.

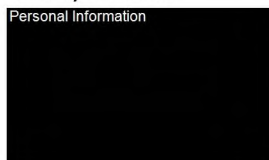
From: Personal Information@transport.vic.gov.au (DOT) Personal Information@transport.vic.gov.au
Sent: Tuesday, 23 June 2020 12:24 PM
To: DHHSOpSoteriaEOC Personal Information@dhhs.vic.gov.au
Cc: Pam Williams (DHHS) Personal Information@dhhs.vic.gov.au; Merrin Bamert (DHHS) Personal Information@dhhs.vic.gov.au
Subject: FW: Feedback from last night - received after summary sent.

Hi Colleagues

Please see feedback below from SkyBus regarding an incident with onsite security at Holiday Inn last night. Appreciate your consideration and advice on any further action taken/required. I have advised SkyBus the matter has been escalated.

Many Thanks

Personal Information



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A/Director, Metropolitan Tram Contracts
 Metro Surface Transport
 Department of Transport

525 Collins Street Melbourne, VIC 3000

Personal Information

Personal Information

[@transport.vic.gov.au](mailto:transport.vic.gov.au)

transport.vic.gov.au



From: Personal Information <[redacted]>@skybus.com.au>

Sent: Tuesday, 23 June 2020 11:32 AM

To: Personal Information (DOT) <[redacted]>@transport.vic.gov.au

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Regards

Personal Information

General Manager – Victoria/Tasmania

Personal Information

Personal Inform

[@skybus.com.au](mailto:[redacted]>)

29 Francis Briggs Road
 Melbourne Airport
 VIC 3045



Service provider of the year
 2017/2018
 SkyBus AIRBUS BUS OPERATOR



From: Personal Information <[redacted]>@outlook.com]

Sent: Tuesday, 23 June 2020 10:13 AM

To: Personal Information <[REDACTED]@skybus.com.au>
Subject: holiday inn

Copy of message received.

Hey Personal Information
Flight QR904. Holiday Inn, Melbourne Airport, MSS security.

Personal Inform and myself arrived at the Holiday Inn to co-ordinate. Everything was decided about bus location for bussing.

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From: DJPR COVID Accom-Lead (DJPR)
Sent: Wed, 24 Jun 2020 08:06:46 +1000
To: PPO [REDACTED] (DJPR)
Subject: follow up for security

H PPO [REDACTED]

Can you please undertake the following with these security companies:

UNIFIED

- Can you please seek written confirmation that each of their staff deployed to hotel quarantine has undertaken the mandatory training cited in their contract. I require written confirmation that each person deployed has undertaken this training, and a statement describing how these records are kept at Unified.
- Priority by Friday is:
 - any staff deployed to Rydges for the month of May
 - subcontracted staff deployed to Rydges for month of May
 - staff currently deployed to Crown Pomenade and Crown Metropol
- All other staff deployed since 29 March until this week, at all hotels, by COB Monday
- By COB today I also require a response from Unified regarding the photo in The Age today showing their staff breaching social distancing rules – have the staff been identified, has follow up been undertaken with each of these staff, and a general update on expectations / rules to all staff for today's shifts.

MSS

- Can you please seek written confirmation that each of their staff deployed to hotel quarantine has undertaken the mandatory training cited in their contract. I require written confirmation that each person deployed has undertaken this training, and a statement describing how these records are kept at MSS.
- Priority by Friday is:
 - any staff deployed to Stamford for the month of May and June
- All other staff deployed since 29 March until this week, at all hotels, by COB Monday

Wilson

- Can you please seek written confirmation that each of their staff deployed to hotel quarantine has undertaken the mandatory training cited in their contract. I require written confirmation that each person deployed has undertaken this training, and a statement describing how these records are kept at Wilson.
 - All staff deployed since 29 March until this week, at all hotels, by COB Monday
- Can you also please seek the detail on temperature testing that Wilson has implemented – which instruments, what training and how are they recording this information.

Regards
 Rachaele

Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander

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djprcovidacom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions

402 Mair Street Ballarat, Victoria Australia 3350

M Personal Information

Personal Information

@agriculture.vic.gov.au

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From: Nigel Coppick
Sent: Wed, 24 Jun 2020 10:43:23 +1000
To: [REDACTED] (DJPR)
Cc: David Millward
Subject: Re: Social Distancing Breach
Attachments: image001.png

Hi [REDACTED]

Many thanks I will revert

Kind Regards,

Nigel Coppick
National Operations Manager

Victoria Office
 Unit 6/109 Whitehorse Road
 Blackburn VIC 3130 Australia

Personal Information
 [REDACTED]@unifiedsecurity.com

.au
 Personal Information
 1300 658 657
 1300 658 647




SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HO
 BART

On 24 Jun 2020, at 10:30 am, [REDACTED] (DJPR) [REDACTED]@ecodev.vic.gov.au> wrote:

Hi Nigel – My team leader has asked for a response from Unified Security regarding the photo in The Age today showing staff breaching social distancing rules. Particularly, we are keen to know:

- Have the staff been identified?
- Has follow up been undertaken with each of these staff?
- What measure Unified Security is taking regarding expectations / rules from staff for today's and future shifts?

Further, can I please get written confirmation that all staff deployed to hotel quarantine sites have undertaken the mandatory COVID-19 online training module cited in your contract. We also note that these records are in the process of being provided to us for central storage.

It would be good to get this response by COB today. Please feel free to contact me should you have any queries.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Informa@ecodev.vic.gov.au

djpr.vic.gov.au
jobs.vic.gov.au

<image001.png>

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