

State Purchase Contract

Agreement for the Provision of Security Services

**The Department of Treasury and Finance on behalf of the
State of Victoria**

Wilson Security Pty Ltd

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This Agreement is made on 1 February 2018

Parties

The State of Victoria through the Department of Treasury and Finance ABN 44 128 890 975 of 1 Treasury Place, East Melbourne, Victoria 3002 (**Lead Department**)

And

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

Background

- A The Lead Department wishes to engage the Service Provider to offer Security Services to Purchasers on and subject to the terms of this Agreement.
- B The Service Provider agrees to offer Security Services to Purchasers on and subject to the terms of this Agreement.
- C The Parties acknowledge that it is their common intention to work together throughout the Term to continuously seek improvements in value, efficiency and productivity in connection with the supply of Security Services under this Agreement to the mutual benefit of both Parties.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the contrary intention appears:

Agreement means this agreement for the provision of Security Services including the Terms and Conditions, all Schedules and any annexures to it or documents incorporated by reference.

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

Budget Sector Agency means:

- (a) each Victorian Government department (as defined in section 3 of the *Financial Management Act 1994* (Vic));
- (b) each entity declared pursuant to section 54AA of the *Financial Management Act 1994* (Vic); and
- (c) the Victorian Public Sector Commission,

as set out in Schedule 3, unless notified in writing by the Category Manager to the Service Provider as being excluded.

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.

Category Manager means the person appointed by the Lead Department pursuant to clause 8.1(1).

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 Item 1 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 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 Security Services, except any Intellectual Property Rights in Data.

Contracts Publishing System means the system of the Victorian Government requiring publication of details of contracts entered into by Victorian Government departments, as amended from time to time.

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).

Council has the same meaning as it has in section 3(1) of the *Local Government Act 1989* (Vic).

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 (a); or
 - (ii) otherwise in the course of fulfilling its obligations under this Agreement 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 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 18.

Disengagement Period means the period during which the Service Provider must provide Disengagement Assistance to the Lead Department, as determined in accordance with clause 2.3.

Disengagement Plan means a plan for Disengagement produced by the Service Provider in accordance with Schedule 7.

Dispute has the meaning given to that term in clause 23.

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 attached as Annexure B.

Government Agency means the Government of the State or the Commonwealth of Australia and any other political subdivision of such government and any administrative or judicial body, department, commission, authority, instrumentality, tribunal, agency or entity of any such government.

Government Owned Entity means:

- (a) a statutory corporation;
- (b) a State owned company or a State body as those terms are defined in the *State Owned Enterprises Act 1992* (Vic);
- (c) a corporation limited by shares, of which, more than half are owned beneficially by the State, a statutory corporation or a State owned company or a State body; or
- (d) a company limited by guarantee, with the majority of its directors being appointed by or on behalf of the State, a statutory corporation or a State owned company or a State body.

Government Supported Organisation means an organisation that is a charitable or not-for-profit organisation that receives at least 25 per cent of its funding from a Budget Sector Agency.

Health Privacy Principles means the Health Privacy Principles 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.

Inception Plan means the plan to be developed under, and which addresses the issues and requirements specified in clause 7.6(2).

Incumbent Service Provider in respect of a POC entered by a given Purchaser, means a person engaged to provide Legacy Services to that Purchaser up until the Commencement Date of that POC.

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 13.1(4).

Key Person means any Personnel of the Service Provider appointed to a Key Position from time to time.

Key Position means each of the Relationship Manager and Service Provider Representative, and any other position nominated by the Lead Department from time to time by notice in writing as a 'Key Position'.

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 Key Performance Indicators or **Lead Department KPIs** means key performance indicators which the Service Provider must comply with when performing its obligations under this Agreement as specified clause 8.6 and Schedule 4 (as amended from time to time in accordance with clause 8.6(4)).

Legacy Service means a security 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, 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 existing Purchase Order Contracts; and
 - (ii) for which there are no agreed Rates and Fees.

No Less Favourable Mechanism means the terms and conditions set out in Schedule 5.

Non-Budget Sector Agency means a Council, Government Owned Entity or a Government Supported Organisation.

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

Panel Management System means the Lead Department's online or other system which is designed to manage Panel arrangements including the performance of service providers under the Panel arrangements.

Parties means the parties to this Agreement being the Lead Department and the Service Provider.

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 Agreement, 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 Contract Manager means the person or persons nominated by the Purchaser under a given POC as its Contract Manager.

POC Term in respect of a given POC means the agreed duration of that POC.

Policies means the policies specified in Schedule 11.

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

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

Price Schedule means the schedule of Rates and/or Fees payable by the Purchaser to the Service Provider for the provision of the Security Services, as set out in Schedule 2.

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

Public Sector Employee has the same meaning as in the *Public Administration Act 2004* (Vic).

Purchaser means a Budget Sector Agency or Non-Budget Sector Agency that has entered into a POC, and includes the Lead Department in its capacity as a purchaser that procures Security Services under a POC.

Purchaser Key Performance Indicators or Purchaser KPIs means the key performance indicators which the Service Provider must comply with when performing its obligations under a POC in addition to the Lead Department KPIs.

Purchase Order Contract or POC means the contract which arises between a Purchaser and the Service Provider in accordance with clause 6.4.

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/or the fees payable (fixed or otherwise) to the Service Provider for the provision of specified Security Services, determined in accordance with the Price Schedule.

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

Relationship Manager means the person nominated by the Service Provider pursuant to clause 8.1(2) including their replacements.

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.

Request has the meaning given to it in clause 6.1(1).

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, as contained in Annexure B.

Responsibility Chart has the meaning given to it in clause 8.4.

Security Services means the 'Security Services' in the applicable Service Categories as set out in clause 2 in Annexure B and, in relation to a POC, means those Security Services specified in the relevant POC.

Security Service Proposal has the meaning given to that term in clause 6.2.

Security Staff means, in relation to a POC, Personnel supplied or deployed by the Service Provider to perform (directly or indirectly) Site Security Services for Purchasers.

Senior Executive Officer means:

- (a) for the Lead Department, the Secretary of the Department of Treasury and Finance or his or her nominee;
- (b) for the Service Provider, the national managing partner (or equivalent) or chief executive officer.

Service Categories means the categories of Security Services as set out in clause 2 of Annexure B.

Service Levels mean the standards that the Service Provider must comply with in performing its obligations under a POC, consisting of the Service Level Requirements as specified in the POC, the Lead Department KPIs, and any Purchaser KPIs.

Service Level Requirements means the minimum level at which the Service Provider must provide the Security Services under a POC.

Service Provider's Representative has the meaning given to that term in clause 8.1(1).

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

Site Security Services means the Security Services that are the subject of a particular POC.

Specifications means the General Specifications and the Technical Specifications which the Service Provider must comply with in delivering the Security Services under a 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 Agreement, or any engagement arising under this Agreement (together with all interest or penalties payable by reference to those costs).

State means the Crown in right of the State of Victoria.

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 Agreement, 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 Agreement.

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.

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

Technical Specifications in respect of a given POC, means those technical specifications applicable to the Security Services provided under that POC which appear in Schedule 3 to that POC.

Tender means the tender process through which the Lead Department invites bids from service providers to join the Panel.

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 Agreement, as calculated in accordance with clause 2.

Terms and Conditions means this document, including the Schedules and any annexures to the Schedules or documents incorporated by reference.

Transition means:

- (a) in relation to this Agreement – the development and implementation by the Service Provider of processes, procedures and systems necessary to enable the Service Provider to:
 - (i) contract with Purchasers to supply Security Services under Purchase Order Contracts; and
 - (ii) fulfil the Service Provider's obligations under this Agreement and each such Purchase Order Contract; or
- (b) in relation to the supply of one or more Security Services under a Purchase Order Contract, the progressive implementation by the Service Provider of the supply of the Security Services in place of either:
 - (i) Legacy Services supplied by that Service Provider; or
 - (ii) services supplied by an Incumbent Service Provider,
 in accordance with the applicable Transition Plan for the Security Services and this Agreement.

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

Value Added Services means services provided by the Service Provider as part of its business, but which are not specifically referred to in any Service Category, that will enhance the benefits, efficiency, or usability, of any or all Security Services.

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).

Victorian Government Supply Policies or **VGPB Supply Policies** means the Victorian Government Policies contained in Schedule 11 as amended from time to time.

Wilful Default means:

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

1.2 Interpretation

Unless expressed to the contrary, in this Agreement:

- (1) words in the singular include the plural and vice versa;
- (2) any gender includes the other genders;
- (3) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (4) "includes" means includes without limitation;
- (5) 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;
- (6) a reference to:
 - (a) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (b) a person includes the person's legal personal representatives, successors, permitted assigns and persons substituted by novation;
 - (c) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (d) 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;
 - (e) references to months are references to calendar months;
 - (f) "\$", "dollars" or "AUD" is a reference to the lawful currency of the Commonwealth of Australia;

- (g) the Lead Department is a reference to the Crown in right of the State of Victoria;
- (h) a reference to a "Department" in the Specifications is a reference to a Purchaser under a POC; and
- (7) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day;
- (8) the obligations of the Service Provider, if more than one person, under this Agreement 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 Agreement, of the other as if those acts or omissions were its own; and
- (9) the rights of the Service Provider, if more than one person, under this Agreement, 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 Agreement.

1.4 Precedence of Documents

- (1) The documents comprising this Agreement must be read in the following order of precedence:
 - (a) The agreed terms (contained in clauses 1 through 28 inclusive) of this Agreement;
 - (b) General Specifications;
 - (c) Schedule 2;
 - (d) the remaining Schedules to this Agreement;
 - (e) the remaining Annexures to this Agreement.

(Contract documents)
- (2) Where any inconsistency or conflict occurs between the provisions of any 2 or more Contract Documents, the inconsistency or conflict is to be resolved in accordance with the above precedence of documents.

1.5 Entire understanding

- (1) The Contract Documents contain the entire understanding between the Parties as to the subject matter of this Agreement.
- (2) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect.
- (3) Terms and Conditions imposed by the Service Provider with respect to the supply of Security Services are not incorporated into this Agreement or any POC in any respect. Despite the previous sentence, should any Service Provider terms and conditions be incorporated into any part of this Agreement, or any POC, those terms and conditions will not be binding on the Parties, nor will they have any legal effect.

- (4) No oral explanation or information provided by any party to another:
 - (a) affects the meaning or interpretation of this Agreement; or
 - (b) constitutes any collateral agreement, warranty or understanding between any of the Parties.

2. Term and Scope of Agreement

2.1 Initial Term

This Agreement:

- (1) commences on the Commencement Date; and
- (2) subject to the rights under this Agreement to terminate this Agreement, continues for:
 - (a) the Initial Term; and then
 - (b) subject to clause 2.2, the Extension Period, until the end of the Disengagement Period.

2.2 Extension

- (1) The Lead Department may, in its sole and absolute discretion, elect (by notice in writing to the Service Provider) to extend the Term of this Agreement for the Extension Period(s).
- (2) Any such further term or terms will be on the same Terms and Conditions as this Agreement (excluding, in respect of the final further period, this clause 2.2).

2.3 Duration of Disengagement Period

- (1) For the purposes of this Agreement, the Disengagement Period commences on the earlier to occur of the following:
 - (a) the date on which termination of this Agreement under clause 17.1 or 17.2 takes effect;
 - (b) if the Lead Department does not elect to extend the duration of this Agreement under clause 2.2, one month prior to the expiry of the Initial Term; or
 - (c) if the Lead Department elects to extend the duration of this Agreement under clause 2.2, and:
 - (i) 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
 - (ii) 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.
- (2) The Disengagement Period ends 6 months after the commencement of Disengagement, unless the Lead Department notifies the Service Provider in writing that the Lead Department wishes to:
 - (a) extend the Disengagement Period in accordance with clause 18.6, in which case the Disengagement Period will be extended in accordance with that clause; or

- (b) end the Disengagement Assistance earlier, in which case the Disengagement Period will end on the date specified in that notice.

2.4 Volume of Services

- (1) The Lead Department's appointment of the Service Provider to the Panel does not oblige:
 - (a) any Purchaser to acquire from the Service Provider any or all of the Security Services forming part of the Service Categories in respect of which the Service Provider has been so appointed;
 - (b) a Purchaser, should it elect to acquire particular Security Services from the Service Provider, to either:
 - (i) acquire a minimum volume of those Security Services; or
 - (ii) acquire Security Services that exceed a minimum value (in terms of fees and other amounts payable); or
 - (c) the Lead Department or any other person to procure that one or more Purchasers:
 - (i) procure those available Security Services from the Service Provider; or
 - (ii) acquire a minimum volume of those available Security Services or acquire Security Services in excess of a minimum value, either generally or in a particular period.
- (2) The parties agree that:
 - (a) the engagement by the Lead Department or any Purchaser of any other person to supply services which are the same as or similar to any of the Security Services, or any other services; or
 - (b) the failure of one or more Purchasers to:
 - (i) acquire from the Service Provider any or all of the Security Services in respect of which the Service Provider has been appointed to the Panel; or
 - (ii) acquire:
 - (A) a minimum volume of those Security Services; or
 - (B) Security Services that exceed a minimum value (in terms of fees and other amounts payable),
 either generally or in a particular period, will not amount to:
 - (iii) a deemed reduction in the scope of Security Services;
 - (iv) a termination of this Agreement (wholly or in part);
 - (v) grounds for the Service Provider to revise, or seek to revise, the Rates and Fees;
 - (vi) a release or waiver in respect of any of the Service Provider's obligations under this Agreement; or
 - (vii) a repudiation of all or any part of this Agreement.
- (3) A decision by the Lead Department to extend the duration of the appointment of another service provider to a given Panel does not oblige the Lead Department to extend, or offer to extend, the appointment of the Service Provider on the Panel.

2.5 Non-Exclusive Contract

- (1) This Agreement does not create an exclusive arrangement between the Lead Department and the Service Provider for the provision of Security Services, nor does this Agreement confer any exclusive rights to the Service Provider to be the sole supplier to any Purchaser.
- (2) The Lead Department's appointment of the Service Provider to the Panel does not restrict the Lead Department or any Purchaser from, at any time, performing itself, or engaging any other person to supply:
 - (a) services which are the same as or similar to any of the Security Services; or
 - (b) any other services.
- (3) The Service Provider acknowledges that it may be one of a number of service providers appointed by the Lead Department to provide Security Services, and the appointment of one or more service providers, in addition to the Service Provider, will not operate to:
 - (a) release the Service Provider from any of its obligations, undertakings or representations in this Agreement or in the Tender; or
 - (b) entitle the Service Provider to any variation or amendment of the obligations, undertakings or representations in this Agreement,

and any term or condition included in the Tender, any service description or the Price Schedule that is premised on the Service Provider being the sole supplier, or being one of a nominated number of suppliers of one or more Service Categories, will be of no effect, and the provisions of this Agreement will be construed as if such term or condition was severed.

3. Whole of Government procurement

3.1 Entities entitled to benefit of Agreement

- (1) The Service Provider acknowledges and agrees that the Lead Department enters into this Agreement on its own behalf and for the benefit of each potential Purchaser.
- (2) To avoid any doubt, the Lead Department is to be considered a Purchaser when purchasing Security Services from a Service Provider under a POC in accordance with the requirements of the Agreement.
- (3) Subject to clause 3.1(4), if at any time following the Commencement Date, a Non-Budget Sector Agency wishes to acquire Security Services from the Service Provider pursuant to this Agreement, that Non-Budget Sector Agency may:
 - (a) seek the Lead Department's approval to acquire the Security Services from the Service Provider pursuant to this Agreement; and
 - (b) upon obtaining the Lead Department's approval, notify the Service Provider of that fact,

at which time that Non-Budget Sector Agency will be eligible as a potential Purchaser, and have the benefit of, the relevant terms of this Agreement. The Lead Department may also add the name of that Non-Budget Sector Agency to the list of eligible Purchasers on the government website for the Agreement.

- (4) If the Service Provider:
- (a) notifies the Lead Department within 2 Business Days after receiving notification under clause 3.1(3)(b); and
 - (b) is able to demonstrate, to the reasonable satisfaction of the Lead Department, that the inclusion of the relevant Non-Budget Sector Agency in the arrangements contemplated by this Agreement would either:
 - (i) result in the Service Provider being unable to provide the Security Services to that Non-Budget Sector Agency in a manner that represents value for money; or
 - (ii) adversely impact on the ability of the Service Provider to provide the Security Services,
- then the Service Provider is not obliged to enter into any POC with that Non-Budget Sector Agency.
- (5) For the avoidance of doubt, the Parties acknowledge and agree that, notwithstanding anything else in this Agreement, if at any time a potential Purchaser that is a Government Supported Organisation no longer meets the definition of a Government Supported Organisation, that Purchaser will immediately cease to be entitled to the benefit of this Agreement and cannot enter into any further POCs for Security Services under this Agreement. All existing POCs will remain in place consistent with the POC Term but may not be extended.

3.2 The Panel

- (1) Subject to this Agreement, the Service Provider is appointed to the Panel to supply Security Services in one or more of the Service Categories of the Panel during the Term. Other than those service providers appointed to the Panel on or about the date of this Agreement, no other service providers will be appointed to the Panel.
- (2) The Service Provider will remain on the Panel until the expiry or termination of this Agreement, whichever occurs first.
- (3) The Service Provider acknowledges that, from time to time during the Term, the Lead Department may add or remove Security Services from within each of the Service Categories in accordance with clauses 1.1 and 7.4.

3.3 Intentions

- (1) Subject to clause 2.5, it is the intention of the Parties that this Agreement will govern the procurement of all Security Services by the Lead Department and each Purchaser during the Term, and that no potential Purchaser will acquire the Security Services or any services equivalent to the Security Services from a service provider other than the Service Provider, except where:
 - (a) the Service Provider is one of a Panel of service providers appointed to supply Security Services (in which case a potential Purchaser may acquire the Security Services from any of the other service providers appointed);

- (b) the Service Provider has notified the Lead Department and the relevant potential Purchaser as contemplated by clause 3.1(4), in which case that potential Purchaser may, following the written approval of the Lead Department, obtain the Security Services from another Panel member or, where the other Panel members do not have the relevant capability, from any other service provider who is of at least equivalent competency as the Service Provider and other Panel members upon the written approval of the Lead Department;
 - (c) the Service Provider has been issued with a notice pursuant to clause 17.1(2) in respect of a breach and that breach remains unremedied; or
 - (d) the acquisition of Security Services, or services equivalent to the Security Services, from the Service Provider is exempted pursuant to the terms of the Victorian Government Policy for State Purchase Contracts due to functional, technical, logistic or geographic requirements.
- (2) The Service Provider must not, during the Term, enter into any POC to provide Security Services in Service Categories in respect of which it is not appointed to the Panel. A breach of this provision will constitute a material breach of this Agreement.
- (3) The Service Provider must not, during the Term, enter into any contract or agreement other than a POC with any:
- (a) Budget Sector Agency; or
 - (b) Non-Budget Sector Agency which is eligible as a potential Purchaser in accordance with clause 3.1(3),
- in relation to the provision of the Security Services or any services similar to the Security Services, either in whole or in part, without the prior written consent of the Category Manager.

4. Service Provider

4.1 Nature of engagement

- (1) The Service Provider is engaged by the Lead Department as an independent contractor and nothing in this Agreement shall deem the Service Provider to constitute an agent or employee of the Lead Department.
- (2) The Service Provider shall not have any authority to incur and shall not incur any obligations or make or purport to make any representation on behalf of the Lead Department without the express written instructions of the Lead Department.

4.2 Service Provider

The Parties acknowledge and agree that for the purposes of this Agreement:

- (1) a reference to the Service Provider is deemed to include a reference to all persons involved in the provision of the Security Services (including Security Staff and other Personnel of the Service Provider); and
- (2) the acts and omissions of such persons are deemed to be the acts and omissions of the Service Provider.

5. Subcontractors

5.1 Subcontracting

- (1) The Service Provider must not subcontract any of its obligations under this Agreement without the prior written approval of the Lead Department, which consent may be given (conditionally or unconditionally) or withheld by the Lead Department in its absolute discretion. A breach of, or failure to comply with, this clause 5.1(1) is deemed a material breach of this Agreement.
- (2) The Service Provider must not subcontract any of its obligations under a POC to anyone other than with the prior written approval of the relevant Purchaser, and otherwise in accordance with the requirements of that POC. A breach of, or failure to comply with, this clause 5.1(2) is deemed a material breach of this Agreement and the relevant POC.
- (3) Should the Purchaser approve the engagement of a Subcontractor under a POC, the Service Provider must provide the Lead Department with a copy of:
 - (a) the final Notice of Intent provided to the Purchaser;
 - (b) the Purchaser's approval (including any reasons provided for approving the Subcontractor's engagement);
 - (c) the Subcontractor's capabilities in performing similar services similar to the Security Services under the POC;
 - (d) the Subcontractor's financial standing; and
 - (e) the 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).
- (4) The Lead Department reserves the right to veto the approval of any Subcontractor arrangement approved by a Purchaser under the relevant POC in its absolute discretion on a case by case basis. If the Service Provider continues to subcontract any of its obligations under that POC following the Lead Department's veto of the Purchaser's approval, it will be deemed to have committed a material breach of this Agreement. Approval of a person as a Subcontractor in one instance does not provide any indication that approval will be granted or maintained for subsequent engagements.
- (5) The Lead Department may, in its absolute discretion and with immediate effect, terminate a Subcontract that it has approved under this clause 5.1 at any time prior to the end of the engagement by notice in writing to the Service Provider.
- (6) The Service Provider must ensure that all Approved Subcontractors comply with the rights and obligations of the Service Provider arising under this Agreement. Without limiting the previous sentence, or any requirements of any POC, the Service Provider must ensure that the:
 - (a) terms of the Service Provider's contract of engagement with an Approved Subcontractor with respect to:
 - (i) compliance with Policies;
 - (ii) subcontracting;
 - (iii) time of the essence (clause 7.5);
 - (iv) the provision of equipment and personnel;
 - (v) drug and alcohol testing of, and conduct of, Security Staff;

- (vi) incorporation of the No Less Favourable Mechanism in pricing;
- (vii) Intellectual Property Rights;
- (viii) confidentiality;
- (ix) privacy; and
- (x) data protection,

are the same or substantially the same as those imposed on the Service Provider under this Agreement. Nothing in this clause 5.1 will operate as a waiver, release or relaxation of the Service Provider's obligations to ensure that its obligations under this Agreement, with respect to the matters listed in this paragraph (a), are fulfilled; and

- (b) those terms and conditions include provisions:
 - (i) 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 this Agreement, 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
 - (ii) that require the Subcontractor to comply with other particular provisions of this Agreement that are nominated by the Lead Department.
- (7) The Service Provider will not, as a result of any subcontracting arrangements, be relieved from the performance of any obligation under this Agreement and will be liable for the acts and omissions of any Subcontractor (including an Approved Subcontractor) as though they were the actions of the Service Provider itself.
- (8) 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 Agreement or a POC by a Related Company is taken to be subcontracting, whether or not the performance or exercise is undertaken pursuant to agreement or otherwise.

6. Request for Security Services and formation of Purchase Order Contract

6.1 Request for Security Services

- (1) During the Term, a potential Purchaser may provide the Service Provider with a written request for Security Services (**Request**).
- (2) In detailing the Security Services required by the potential Purchaser, the Request must:
 - (a) specify all required Security Services and Service Categories;
 - (b) specify the period during which that Purchaser requires the Security Services to be provided;
 - (c) specify any applicable deadlines or milestones relevant to the performance of the required Security Services and Service Categories;
 - (d) specify whether particular services may be undertaken or provided only by particular Personnel, or by Personnel with particular certifications, qualifications or skills; and

- (e) require the Service Provider provide to the potential Purchaser a written Security Services Proposal within 5 Business Days in accordance with clause 6.2, specifying the total amount payable by the potential Purchaser for the requested Security Services and including a break-down of the Rates or Fees comprising that amount (including details of any applicable discounts, rebates or caps on the Rates or Fees).

6.2 Security Services Proposal

- (1) If the Service Provider receives a Request, the Service Provider must, as soon as practicable, and in any event no later than the deadline specified in clause 6.1(2)(e), prepare and submit a written proposal to the potential Purchaser, which:
 - (a) addresses the matters prescribed in clause 6.1(1);
 - (b) includes all applicable Rates and Fees, together with an estimate of total fees payable;
 - (c) confirms that the Service Provider has no conflict of interest in providing the Security Services;
 - (d) demonstrates the Service Provider's capacity to comply with the No Less Favourable Mechanism;
 - (e) demonstrates its capacity to meet the requirements of the potential Purchaser (including the General Specifications and any Technical Specifications) and comply with the Service Levels; and
 - (f) annexes a completed Notice of Intent for any proposed Subcontractor, and a copy of any written approval provided for any Approved Subcontractor,

(a **Security Service Proposal**).
- (2) The Rates and Fees specified in the Security Service Proposal must not be higher than the Rates and Fees set out in Schedule 2, except where a higher rate is required in order to comply with the No Less Favourable Mechanism. If a higher rate is so required, the Service Provider must provide full details of the change to the Rates and Fees required to meet the No Less Favourable Mechanism requirements.
- (3) The potential Purchaser will consider the Security Service Proposal submitted by the Service Provider and may, at its full discretion:
 - (a) accept the Security Service Proposal, provided the potential Purchaser is satisfied that the Service Provider has satisfied that the matters in clause 6.1(2)(d) have been met and no Conflict of Interest will arise;
 - (b) reject the Security Service Proposal; or
 - (c) require the Service Provider to amend the Security Service Proposal, in which case, the Service Provider must promptly revise and resubmit the Security Service Proposal (within the time frames set out in clause 6.1(2)(e)).

This clause 6.2(3) will apply iteratively until the Security Service Proposal is accepted or rejected by the potential Purchaser.
- (4) Without limitation to this clause 6, the Service Provider acknowledges that the potential Purchaser may seek Security Service Proposals from other service providers on the Panel.

6.3 POC order

- (1) If a potential Purchaser accepts a Security Service Proposal, the potential Purchaser will issue a POC to the Service Provider.
- (2) A POC must be in the form of Annexure A, and must:
 - (a) detail the matters prescribed in clause 6.2(1);
 - (b) specify whether the Rates and/or Fees are payable by a lump sum, maximum fee or other fee proposal;
 - (c) specify any time by which the Security Services must commence and be completed, including any applicable milestones;
 - (d) annex the relevant Notice(s) of Intent and corresponding approvals from the Purchaser for any Approved Subcontractors; and
 - (e) contain no amendment to the terms and conditions, other than to insert details of the parties and the relevant Schedule information.

6.4 Formation of POC

- (1) A POC will be formed and will become binding on the Service Provider and the Purchaser upon the execution of the POC by the Service Provider and the Purchaser. The Service Provider must ensure that the Service Provider itself, and not a Related Company of the Service Provider, is the party to any POC.
- (2) The Service Provider must ensure that each POC is formed in accordance with, and meets the requirements of, any Policies and additional instructions relating to the provision of the Security Services subject to the POC as issued by the Purchaser from time to time. If the POC is not formed in accordance with, or fails to meet the requirements of, any Policies and additional instructions, the Purchaser may cancel and terminate the POC by notice to the Service Provider. No liability will arise where the POC is terminated in accordance with this clause 6.4(2) within 20 Business Days of its being formed.
- (3) A POC must not specify a POC Term that extends beyond the Term of this Agreement by more than 12 months. A POC that specifies a POC Term longer than permitted under this clause 6.4(3) will expire 12 months from the expiry of this Agreement.
- (4) If a Related Company of the Service Provider purports to have entered into a POC, the Lead Department may, in its sole discretion:
 - (a) declare that the purported POC is to be treated as invalid and void from the outset; or
 - (b) require the Service Provider (and Purchaser) to take all steps necessary to novate the POC from the applicable Related Company to the Service Provider.

7. Performance of Security Services

7.1 Standing offer for the provision of Security Services

The Service Provider hereby makes a standing offer to provide the Security Services to potential Purchasers on, and subject to, the Terms and Conditions of this Agreement. The Service Provider undertakes that it will only initiate, negotiate and agree amendments or additions to:

- (1) the descriptions of Security Services or Service Categories;
- (2) the Price Schedule; and/or
- (3) the Terms and Conditions of this Agreement,

with the Lead Department, and not individual Purchasers, unless authorised expressly to do so by the Lead Department in writing. A breach of this undertaking by the Service Provider will constitute a material breach of this Agreement.

7.2 New Security Services

- (1) The Service Provider may, during the Term, apply to be appointed to the Panel in respect of a Service Category/Service Categories for which it is not appointed.
- (2) The Service Provider must:
 - (a) investigate, and give reasonable consideration to, the development and/or introduction of services materially different from any of the Security Services being offered and/or supplied under existing Purchase Order Contracts when requested to do so by the Lead Department; and
 - (b) offer to supply to Purchasers, under the terms of this Agreement, access to such services which deliver improved security, efficiencies or better value, for Purchasers.
- (3) From time to time, the:
 - (a) Lead Department may, by written notice, request the Service Provider to offer and/or supply a New Security Service; or
 - (b) Service Provider, of its own motion, may offer and/or supply a New Security Service.

The Service Provider acknowledges that the Lead Department may issue requests to other service providers of Security Services to offer and/or supply that New Security Service. Each such request, or offer, will be initiated and actioned through the process set out in this clause 7.2.

- (4) The Lead Department may terminate this process in respect of a given request, or offer, at any time up until the parties agree in writing the scope of, and applicable the Rates and Fees for, those New Security Services. The Lead Department will not incur liability to the Service Provider as a result of the Lead Department's termination of a process commenced under this clause 7.2.

- (5) The Service Provider must within 20 Business Days of receiving a request from the Lead Department under clause 7.2(3), or, if it is making an offer to supply the New Service:
 - (a) submit a proposal:
 - (i) where that New Security Service is a Security Service in a Service Category in respect of which the Service Provider is not appointed to the Panel, which is substantially in the form of a Security Service Proposal, setting out the basis on which the Service Provider agrees to supply the requested New Security Service (a **New Service Proposal**); or
 - (ii) where that Security Service is a service that is materially different from any of the Security Services being offered and/or supplied under existing Purchase Order Contracts, and for which no Rates and Fees are agreed, that:
 - (iii) specifies a description of the proposed New Service in the same level of detail as the descriptions of Security Services in Annexure B;
 - (iv) specifies proposed Service Level Requirements that will apply to the proposed New Service; and
 - (v) addresses the issues specified in clauses 6.2(1)(b) to 6.2(1)(d) (inclusive) and 6.2(1)(f) in respect of the proposed New Services.
- (6) If the Lead Department makes a request to the Service Provider under clause 7.2(3), the Service Provider may notify the Lead Department that it does not wish to supply the New Security Service that is the subject of the Lead Department's request, but must do so within 20 Business Days of receiving that request.
- (7) In preparing the Service Proposal, the Service Provider acknowledges that, should it be appointed to the Panel in respect of that New Security Service, the Service Provider will be offering that New Security Service subject to, and in accordance with the Terms and Conditions and that, in particular, clauses 1.5(3) and 2.5 will apply in respect of the supply of that New Security Service.
- (8) If the Lead Department accepts the New Service Proposal in writing, then, on and from the date of such acceptance:
 - (a) the Service Provider will be appointed to the Panel in respect of that New Security Service; and
 - (b) Annexure B will be amended to include that New Security Service, and the Rates and Fees applicable to that New Security Service, and the provisions of this Agreement will be construed as if that New Security Service is a Security Service.
- (9) If the Lead Department does not accept the New Service Proposal, this Agreement will remain unamended. The rejection of that New Service Proposal will be without prejudice to the Lead Department's right to request, or the Service Provider's right to make a new offer of, a service that is the same as, or substantially similar to, the New Security Service that is the subject of the rejected New Service Proposal.
- (10) Each party will bear its own costs of producing, negotiating, reviewing and/or agreeing each New Service Proposal.

7.3 Variation to scope of the Security Services

- (1) The Lead Department may, at any time, give written notice to the Service Provider proposing a variation to the scope of the Security Services the subject of a POC (**Varied Services**).
- (2) Within 5 Business Days of receipt of such notice, the Service Provider must provide a written proposal as to the varied Rates and Fees that would apply with respect to the provision of the varied Security Services. Such varied Rates and Fees must be determined using the same methodology used by the Service Provider in determining the Rates and Fees originally specified in the Price Schedule.
- (3) The Lead Department may accept such proposal within 5 Business Days of its receipt from the Service Provider. In the absence of such acceptance, the Security Services must be performed in accordance with this Agreement without such variation.

7.4 Removal of Services

- (1) The Service Provider acknowledges that the Lead Department will, on an ongoing basis, monitor the performance of the Service Provider and the market for security services to ensure the scope and the nature of the Security Services provided by the Service Provider continues to meet the Lead Department and Purchasers' requirements.
- (2) Without limitation to any other term of this Agreement, the Lead Department may, in its absolute discretion, periodically review the Security Services and may, at any time after the Commencement Date, notify the Service Provider that it requires specific Security Services to be removed or restricted and the Service Provider must promptly provide to the Lead Department an updated version of Schedule 2.

7.5 Time of the essence

- (1) Time will be of the essence in the performance of the Agreement.

7.6 Legacy Services and Transitional assistance

- (1) The Service Provider acknowledges that the execution and commencement of this Agreement has no effect on contracts under which Legacy Services are provided by Incumbent Service Providers to Purchasers. Unless such a contract is terminated earlier in accordance with its terms, the Purchaser who is party to it may continue to acquire Legacy Services from the Incumbent Service Provider under that contract until its term expires, irrespective of whether that Incumbent Service Provider is appointed to the Panel.
- (2) The Service Provider acknowledges that, before it enters into Purchase Order Contracts with any Purchaser, it must have developed and implemented processes, procedures and systems necessary to ensure that:
 - (a) it is able to determine the needs and requirements of each Purchaser for any Security Services that Purchaser may order under its Purchase Order Contract;
 - (b) it is, if required, able to fulfil, in accordance with Schedule 6 obligations to manage Incumbent Service Providers to ensure that the delivery of Legacy Services to that Purchaser continue during Transition under such Purchase Order Contract;

- (c) it is, if required, able to ensure that a Transition Plan for the required Services is prepared and approved within the timeframe specified in the Purchase Order Contract;
 - (d) Transition in respect of the required Security Services will be completed in accordance with the corresponding Transition Plan; and
 - (e) upon completion of Transition in respect of the required Security Services, the Service Provider will fulfil its obligations under this Agreement in respect of the supply of those Security Services throughout the POC Term.
- (3) The Service Provider further acknowledges that the development and implementation of the process, procedures and systems referred to in 7.6(2) must be completed as soon as practicable after the Commencement Date, but in any event no later than the expiry of 6 months from the Commencement Date.
- (4) Within 20 Business Days of the Commencement Date, the Service Provider must develop, document and submit to the Lead Department, for its approval, a draft plan to effect Transition under this Agreement that reflects the principles and addresses the requirements for Transition that are specified in Schedule 6. Once approved by the Lead Department, the draft plan will be the Inception Plan.
- (5) The Service Provider's failure, within 40 Business Days of the Commencement Date, to obtain the Lead Department's approval of a draft inception plan required to be provided under clause 7.6(4), will constitute a material breach by the Service Provider. Without limiting the Purchaser's other rights or remedies arising from a failure by the Service Provider of the type referred to in this 7.6(5), the Lead Department may remove the Service Provider from the Panel for any or all of the Service Categories to which it was appointed under this Agreement.
- (6) The Service Provider must effect Transition in accordance with the Inception Plan. Without limiting the previous sentence, the Service Provider must:
 - (a) produce, and submit to the Lead Department, the deliverables specified in the Inception Plan in accordance with the timetable specified in the Inception Plan;
 - (b) complete the tasks, and achieve the milestones, specified in the Inception Plan;
 - (c) effect overall management of Transition in accordance with the Inception Plan;
 - (d) make changes to the Inception Plan as reasonably requested by the Lead Department from time to time;
 - (e) identify and resolve, or assist the Lead Department to resolve, any problems or issues that will or may prevent or delay the completion of tasks or achievement of milestones;
 - (f) keep the Lead Department's governance team informed of the current status of the Inception Plan activities through reports, proactive discussions, and the proactive sharing of information;
 - (g) liaise with each Incumbent Service Provider identified in the Inception Plan to facilitate the timely and effective completion of Transition;

- (h) unless the Inception Plan specifies otherwise, provide the Lead Department 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 Lead Department to assess and, if necessary, verify, each such report; and
 - (i) perform Transition in a way that ensures that the objectives in clause 7.6(2) are met.
- (7) The Service Provider must:
 - (a) appoint an officer who will be responsible for liaising with the Lead Department and managing the conduct of Transition under this Agreement;
 - (b) co-operate with, and provide necessary assistance to, all affected relevant parties during the conduct of Transition (including the Lead Department and other organisations/parties);
 - (c) provide the Lead Department with progress reports on at least a weekly basis that describe, in reasonable detail, the current status of Transition being conducted under this clause 7.6 (including against the activities and timeframes set out in the Inception Plan), identify any actual and anticipated problems in the conduct of Transition and propose solutions to those problems.
- (8) A failure by the Service Provider to:
 - (a) submit any deliverable specified in the Inception Plan on or before the due date in the Inception Plan; or
 - (b) achieve any milestone specified in the Inception Plan on or before the date specified in the Inception Plan for its achievement (including the completion of Transition),
 constitutes a material breach by the Service Provider.
- (9) Transition will not be complete until the Service Provider has completed and submitted all deliverables, and completed all tasks and milestones, specified in the Inception Plan.
- (10) The Lead Department 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 Inception Plan, and will notify the Service Provider as to its determination by written notice.

7.7 Service Provider to provide equipment

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 and its obligations under this Agreement.

The Service Provider must ensure that:

- (a) 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;
- (b) it holds, at all times, all necessary licences, certification, permits or other authorities to possess and use such equipment; and

- (c) all Security Staff 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 Security Staff may use or operate such equipment lawfully.

7.8 Drug and alcohol testing

- (1) A Purchaser may, in its sole and absolute discretion, include in a Request a requirement that Security Staff agree to submit to drug and/or alcohol testing.
- (2) If a Purchaser has included the requirement set out in clause 7.8(1) in a Request, the Service Provider will ensure that all Security Staff allocated to that POC have consented to such testing. To the extent that Security Staff have not consented to testing, the Service Provider must not allow those Security Staff to be involved in performing Security Services for that Purchaser.

8. Contract management

8.1 Nominated persons

For the purposes of ensuring a productive and efficient relationship between the Lead Department and the Service Provider under and in respect of this Agreement:

- (1) the Lead Department nominates the person or persons specified in 0 of Schedule 1 as its Category Manager; and
- (2) the Service Provider nominates the person or persons specified in 0 of Schedule 1 as its Relationship Manager and alternates;

8.2 Roles and responsibilities of the Category Manager and the Relationship Manager

- (1) It is the intention of the Parties that the roles of Category Manager and Relationship Manager will deal with all matters relating to the management of Panel participation, contract management of a significant nature, the relationship of the Parties and the overall operation of this Agreement and the POCs.
- (2) The roles of the Category Manager and Service Provider's Relationship Manager will be to deal with all general administrative and business as usual queries, for example the formation of a POC and auditing and reporting requirements.
- (3) The Service Provider's Relationship Manager must be available at all times during Business Hours, and at all other times following reasonable notice by the Category Manager, to meet with the Category Manager and discuss any matters arising under or in connection with this Agreement.
- (4) The Category Manager may delegate their powers and functions to any person as long as the Category Manager notifies the Service Provider in writing of which functions it is delegating and to whom (including the delegate's title).
- (5) The Service Provider shall supply to the Category Manager such information as the Category Manager may from time to time require. The Service Provider's obligations under this clause extend to the provision of any information that a Purchaser or POC Contract Manager may request under a POC.

8.3 Key Persons and Key Positions

- (1) The Service Provider must:
 - (a) ensure that:
 - (i) each person named as a Key Person will devote as much time as is reasonably necessary in order to fulfil his or her functions as a Key Person under this Agreement either throughout the Term or during the particular phases or elements of the Agreement to which his or her role relates;
 - (ii) no person named as a Key Person is transferred, redeployed to another customer or location, or otherwise removed, during the period referred to in paragraph (i), unless and until the Service Provider procures and appoints a replacement for that person who is approved by the Lead Department or the Purchaser (as the case may be) in writing (such approval not to be unreasonably withheld or delayed); and
 - (iii) as far as possible, the Key Positions are filled at all times;
 - (b) only use Personnel approved by the Lead Department in accordance with the procedure set out in clause 8.3(2) to fill a Key Position or replace a Key Person;
 - (c) promptly notify the Lead Department if any person in a Key Position or a Key Person:
 - (i) becomes unable, due to death, ill health, incapacity or extended leave, to devote their time and effort (as required under paragraph (a)) in supplying the Security Services; or
 - (ii) gives notice of the termination of their employment or engagement,

in which case the Service Provider must promptly comply with the procedure in clause 8.3(2) to fill that Key Position or replace that Key Person; and
 - (d) not replace a person in a Key Position or a Key Person unless the Service Provider has complied with the procedure set out in clause 8.3(2).
- (2) Before appointing a person to a Key Position, whether as an initial or subsequent appointment, or replacing a Key Person, the Service Provider must:
 - (a) obtain the Lead Department's prior written approval of the proposed appointment (if possible, at least 20 Business Days prior to the proposed appointment);
 - (b) prior to seeking the Lead Department's formal approval of a prospective appointee:
 - (i) give the Lead Department a reasonable opportunity to evaluate the suitability of that prospective appointee for the Key Position to which that individual will (subject to this clause 8.3(2)) be appointed; and
 - (ii) provide the Lead Department with a resumé and other information about the individual reasonably requested by the Lead Department;
 - (c) if the Lead Department in good faith objects to the proposed appointment, attempt to resolve the Lead Department's or Purchaser's concerns; and

- (d) if the parties are unable to resolve the Lead Department's concerns within 5 Business Days, not appoint the individual to that position and propose to the Lead Department the appointment of another individual of equivalent and suitable ability, qualifications and expertise.
- (3) The Lead Department may at any time notify the Service Provider that it requires Service Provider to replace any Key Person. Such notification need not specify the grounds or reasons on which the Lead Department requires the removal of such Key Person. Where the Lead Department issues such a notice, the Service Provider must replace such Key Person with an individual or individuals of equivalent and suitable ability, qualifications and experience, in accordance with clause 8.3(2).
- (4) The Service Provider acknowledges and agrees that, despite any suggestion to the contrary in this Agreement, none of its Personnel is or will become an employee of the Lead Department. Without limiting the obligations that apply by virtue of the No Less Favourable Mechanism, the Service Provider must ensure that all of its Security Staff involved in the supply of Security Services are paid any remuneration and provided with any right or entitlement, including any right or entitlement related to:
 - (a) hours of work;
 - (b) superannuation,
 - (c) pension or retirement benefits;
 - (d) leave;
 - (e) notice of termination;
 - (f) severance or redundancy; and
 - (g) any other employment-related right or entitlement,
 due to them in connection with their employment or engagement by the Service Provider or a Subcontractor.
- (5) Nothing in the provisions relating to the transfer, redeployment or removal of any Personnel, or the Lead Department's exercise or failure to exercise its rights in respect of such Personnel, will operate, or be construed, to relieve the Service Provider of any responsibility or liability for the acts or omissions of any of its Personnel.

8.4 Responsibility Chart

- (1) To further detail the roles and responsibilities of the persons nominated in clause 8.1, if requested in writing by the Lead Department, the Service Provider will, promptly following its entry into this Agreement, prepare a chart identifying the key tasks and obligations under this Agreement, and the Party or person responsible for completing or otherwise performing the relevant task or obligation (a **Responsibility Chart**).
- (2) To assist with the management and successful implementation of the tasks and obligations contained in this Agreement, the Parties agree to regularly review and update the Responsibility Chart throughout the Term.

8.5 Lead Department KPIs

- (1) The Service Provider must comply with the KPIs as contained in Schedule 4 during the Term (**Lead Department KPIs**).
- (2) The Service Provider must track, monitor and report on the Lead Department KPIs to the Lead Department in accordance with clause 8.6 and the General Specifications.
- (3) The Parties acknowledge and agree that the purpose of the Lead Department KPIs is to ensure a minimum level of performance by the Service Provider, with the aim of striving for continuous improvement in meeting the identified Lead Department KPIs, thereby increasing the benefits to the Parties and Purchasers (as applicable) during the Term.
- (4) The Lead Department 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 Lead Department KPIs by giving the Service Provider not less than 20 Business Days' prior written notice of such amendment, addition or deletion.
- (5) If the Lead Department makes a material amendment, addition or deletion to the measures and tolerances applicable to the core operational Lead Department KPIs in accordance with clause 8.5(4), the Service Provider may request a review of the Rates and Fees applicable to the provision of the Security Services. Any such review will be negotiated between the Lead Department and the Service Provider in good faith. Following the review, and subject to clause 8.5(6), 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 Lead Department (having regard to the then applicable Rates and Fees), that the amendment, addition or deletion to the KPIs results in an increase to the cost to the Service Provider of providing the Security Service.
- (6) If the Lead Department 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 Lead Department KPIs (**Revised Rates and Fees**), the Lead Department will notify Purchasers of the Revised Rates and Fees.
- (7) A Purchaser may elect to incorporate the revised Lead Department KPIs into an existing POC, and the Revised Rates and Fees will apply if so incorporated. The Revised Rates and Fees and revised Lead Department KPIs do not otherwise apply to existing POCs.
- (8) If the Service Provider fails to meet all the Lead Department KPIs in any given month, the Lead Department may, in its sole discretion, issue a notice (**KPI Breach Notice**) to the Service Provider. The KPI Breach Notice must set out:
 - (a) the Lead Department KPI in issue;
 - (b) the breach; and
 - (c) the date the breach must be rectified by.
- (9) Within 5 Business Days of receipt of the KPI Breach Notice, the Service Provider must provide, in writing, a detailed plan (**Action Plan**) to achieve compliance with the Lead Department KPI set out in the KPI Breach Notice.

- (10) Within 5 Business Days of receipt of the Action Plan set out in clause 8.5(9), the Lead Department must notify the Service Provider that it:
 - (a) agrees with the course of action suggested by the Service Provider; or
 - (b) considers that further, or other, actions are required by the Service Provider. To the extent that the Lead Department considers that further, or other, actions are required by the Service Provider, the parties shall meet and agree on a final Action Plan.
- (11) The Service Provider must comply with all actions specified in the Action Plan within the time limits specified therein.
- (12) If the Service Provider is unable to comply with its obligations in clause 8.5(11), it must, as soon as reasonably possible:
 - (a) inform the Lead Department of:
 - (i) the delay;
 - (ii) the reasons for the delay; and
 - (iii) the likely time for compliance with its obligations; and
 - (b) seek the Lead Department's consent to an extension of time to comply with its obligations.
- (13) 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 KPIs, either party may initiate a meeting to review the Action Plan and agree any necessary changes to it.
- (14) 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 Lead Department KPI's to the Lead Department's reasonable satisfaction, will be considered a material breach of this Agreement.

8.6 Lead Department KPI Reporting

- (1) The Service Provider's performance against the Lead Department KPIs in accordance with clause 8.5 will be monitored and reported on by the Service Provider to the Lead Department in accordance with this clause 8.6.
- (2) The Service Provider acknowledges and agrees that it will be required to complete reporting in accordance with Table 2 in Item 4 of Schedule 1.
- (3) The Service Provider acknowledges and agrees that it will provide an attestation of compliance as an annexure to the report, which specifies that the report has been prepared truthfully and in good faith and that the provision of a false or materially inaccurate attestation will constitute a material breach of this Agreement.
- (4) In addition to the reports required under this clause 8.6, the Service Provider must provide to the Category Manager:
 - (a) reports upon the request of the Lead Department in the format and containing the matters specified in Table 2 in Item 4 of Schedule 1 at no cost to the requesting party; and
 - (b) all other data or information that the Lead Department or the Category Manager may request to enable it to adequately assess the performance of the Service Provider,
 within 24 hours of the request.

- (5) The Lead Department may, from time to time and in its absolute discretion (but at all times acting reasonably), request that the Service Provider report against either or both the Lead Department KPIs and Purchaser KPIs. The Service Provider must report truthfully and in good faith, and will cooperate with the Lead Department's request.
- (6) In addition to the obligations contained in clause 8.6(1) above, if so requested by the Lead Department or the Category Manager, the Service Provider must ensure that its Relationship Manager attends all relevant government forums.

8.7 Performance review

- (1) The Category Manager and the Relationship Manager must meet at the time and in the manner specified in Table 2 in Item 4 of Schedule 1 to discuss contract management issues and to review the Service Provider's performance under this Agreement and all POCs.
- (2) Without limiting its review under clause 8.5, the Lead Department may, from time to time, review the performance of the Service Provider, including the following criteria:
 - (a) ability of the Service Provider to provide competitive Rates and Fees;
 - (b) compliance with the No Less Favourable Mechanism; and
 - (c) compliance with the Service Levels.
- (3) The Lead Department may appoint an independent auditor or industry expert to assist the Lead Department in conducting a performance review. As part of the review, the Lead Department 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.
- (4) The Service Provider must do all things necessary (including providing any records and accounts reasonably requested by the Category Manager or the independent auditor or expert) to assist the Lead Department in carrying out a performance review.

8.8 "Value adding" initiatives

- (1) The Parties agree that they will, to the maximum extent that it is commercially reasonable to do so, and without limiting the Service Provider's obligations to perform any Value Added Services, work together during the Term to identify measures or initiatives to improve efficiency and/or minimise costs in connection with the provision of the Security Services under this Agreement, including through the:
 - (a) identification of efficiencies in the provision of the Security Services;
 - (b) implementation of any applicable technological improvements; and
 - (c) utilisation of any applicable industry-wide productivity gains,
 with a view to achieving year on year improvements in value for both Parties.
- (2) Without limitation to the obligations of the Parties under clause 8.8(1) if, at any time during the Term, the Rates and Fees are not commercially competitive (in the manner required under clause 11) then the Service Provider must promptly notify the Lead Department of that fact, detailing the reasons why that is the case. Promptly following such notification, the Parties will meet to discuss those matters,

with a view to identifying what (if any) steps the Parties could take to ensure that the Rates and Fees applicable to the provision of the Security Services are commercially competitive in the manner required under clause 11. Nothing in this clause 8.8(2) limits the operation of clauses 11.2 and/or 11.3, or the Lead Department's rights under and arising from those clauses.

- (3) Any value adding measures or initiatives identified by the Parties will be discussed and, if deemed appropriate, implemented by the Parties as soon as practicable.

8.9 Security Staff

- (1) The Service Provider must notify the Lead Department of any behaviour by Security Staff (including any Subcontractor) or of any other circumstances, which come to the Service Provider's attention which may:
 - (a) cast doubt on the fitness of any member, or members, of Security Staff (including any Subcontractor(s)) to be involved in any way with the Security Services; or
 - (b) hinder, prevent or disrupt in any way the carrying out of the Security Services.
- (2) If the Lead Department, considers that among other things any member of Security Staff:
 - (a) has misconducted him or herself;
 - (b) is or becomes incapable of efficiently performing his or her duties;
 - (c) has ceased to be of good character, and/or capable of acting in good faith while providing Security Services; or
 - (d) is not, or becomes a person who is not, in the Lead Department's opinion, suitable to be involved in providing the Security Services,

the Lead Department may, in its absolute discretion, by notice in writing to the Service Provider, mandate the removal of the member of Security Staff from the provision of the Security Services and the Service Provider must without delay remove such person from the performance of any of the Security Services and must replace such person with another member.
- (3) The Lead Department has no obligation to disclose to the Service Provider the reasons for a decision made under clause 8.9(2).
- (4) Should Security Staff be removed in accordance with clause 8.9(2) the Lead Department may request that they be replaced.

9. Access to records and auditing requirements

9.1 Access to records

- (1) The Service Provider must, during the Term and for a period of 7 years after the expiry or termination of this Agreement in accordance with clause 2, keep true and detailed:
 - (a) records of all Security Services supplied under this Agreement and any POC; and
 - (b) records of all purchase orders or requests for Security Services issued by Purchasers under a POC;

- (c) records of all Requests for Security Services;
 - (d) records of compliance with Service Levels, and the reasons for any non-compliance with such Service Levels; and
 - (e) accounts and records associated with any of the above records or otherwise with the Service Provider's performance under this Agreement, including all supporting materials used to generate and substantiate invoices submitted in respect of the Security Services supplied under this Agreement.
- (2) Upon the expiry or termination of this Agreement in accordance with clause 2, if requested by the Lead Department or one or more other Purchasers, the Service Provider must transfer to the Lead Department or Purchaser(s) (as the case may be) copies of the accounts and records referred to in clause 9.1(1) (in the case of a Purchaser, only insofar as those accounts and records relate to that Purchaser) where they are public records for the purpose of the *Public Records Act 1973* (Vic). The Lead Department and/or Purchaser (as the case may be) must meet the reasonable costs of the Service Provider's in supplying such copies.
 - (3) When transferring records under clause 9.1(2), the Service Provider must transfer the records in the format and medium reasonably required by the Lead Department or the Purchaser(s).
 - (4) The Service Provider agrees to comply with any applicable State legislation relating to archival requirements. The Service Provider must cooperate with, and assist the Lead Department and Purchasers, to comply with any obligations imposed by the *Public Records Act 1973* (Vic).

9.2 Right to access for audit and or inspection purposes

- (1) The Lead Department or its duly authorised representatives (**Lead Department'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 Agreement and any POC, and of all other matters relevant to the calculation of the Rates and Fees at which the Security Services are provided. The Lead Department's Authorised Representatives will be entitled (at the expense of the Lead Department) to take copies of or extracts from any such records.
- (2) Without limiting clause 9.2(1), the Lead Department or its Authorised Representative 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 Agreement and any POC, and of all other matters relevant to the calculation of the Rates and Fees at which the Security Services are provided. The Lead Department's Authorised Representatives will be entitled (at the expense of the Lead Department) to take copies of or extracts from any such records.
- (3) The Service Provider must, and must ensure that any Subcontractor, provides the Lead Department or the Lead Department'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 7 Business Days of the request being made.

- (4) In addition to requesting relevant information, the Lead Department or the Lead Department's Authorised Representatives may, at their full discretion, conduct interviews with employees of the Service Provider and any Subcontractor who may hold information relevant to the inspection and/or audit.
- (5) The right of access and audit granted under to clause 9.2(1) may be exercised by the Lead Department at any time during the Term or in the 7-year period following the expiry of the Term.
- (6) For the avoidance of doubt, the Lead Department will be solely responsible for the costs of conducting any audit under clause 9.2(1).

9.3 Subcontracting Requirements

The Service Provider acknowledges that it will be responsible for ensuring that any Subcontractor complies with this clause 9 and fully co-operates with the Lead Department or the Lead Department's Authorised Representatives, in good faith, to enable it to discharge its reporting and auditing and/or inspection requirements.

10. Price for the Security Services

10.1 Price Schedule

- (1) The Service Provider acknowledges and represents that the Rates and Fees contained in the Price Schedule are the maximum (ceiling) Rates and Fees that may be charged under any Security Services Proposal or POC entered into with a Purchaser. Subject to any approved adjustment pursuant to clauses 10.1(2), 10.1(3) or 10.2, the ceiling Rates and Fees set out in Schedule 2 are fixed for the Term.
- (2) If a rate or fee for a particular service, task or activity is not set out in the Price Schedule, the Service Provider agrees to update the Price Schedule to include a rate or fee for such service, task or activity, which is to be calculated using a methodology consistent with the methodology used by the Service Provider to produce the agreed Price Schedule. Any adjustment to the Price Schedule under this clause 10.1(2) will not have legal effect unless and until the Lead Department approves such proposed adjustment in writing.
- (3) If, due to an increase in the Service Provider's costs of employing Security Staff arising from either:
 - (a) the Service Provider complying (or intending to comply) with the No Less Favourable Mechanism at a particular Site; or
 - (b) extraordinary and unforeseeable circumstances,
 it is no longer profitable or commercially beneficial for the Service Provider to supply Security Services to a Purchaser under a POC for a particular Site, or to supply the Security Services generally, then the Service Provider must notify the Lead Department in writing and propose updated ceiling Rates and Fees which would allow the Service Provider to provide Security Services profitably (**Adjusted Price Schedule**).

- (4) The Adjusted Price Schedule:
 - (a) will, if it has been provided as a consequence of diminished profitability due to complying with the No Less Favourable Mechanism at a particular Site, apply only to the provision of the Security Services at that particular Site (and the original Price Schedule will continue to apply at all other Sites);
 - (b) must be calculated using a methodology consistent with the methodology used by the Service Provider to produce the original Price Schedule; and
 - (c) will have no legal effect unless and until the Lead Department approves the Adjusted Price Schedule in writing.
- (5) The Service Provider must promptly provide any documentation relating to the proposed Adjusted Price Schedule requested by the Lead Department, including without limitation documentation relating to:
 - (a) calculation of the proposed Rates and Fees; and
 - (b) the diminished profitability, increased costs, or other consequences associated with the extraordinary and unforeseeable circumstances or compliance with the No Less Favourable Mechanism, as applicable.
- (6) An approved Adjusted Price Schedule will take effect from the date agreed to by the parties. If the parties are unable to agree on the adjusted Price Schedule, the parties agree to resolve the dispute in accordance with clause 23.
- (7) The Service Provider must not charge Rates and Fees under a POC that exceed the Rates and Fees in the Price Schedule. Any amounts charged by the Service Provider under a POC in excess of Schedule 2 (other than an agreed adjusted Price Schedule) will be refundable to the Purchaser and will be a debt due and payable by the Service Provider to the Purchaser.
- (8) Nothing in this Agreement prevents the Service Provider from charging the Purchaser less than the Rates and Fees set out in Schedule 2 with respect to any POC.

10.2 Amendments to the Price Schedule for any extensions

- (1) Subject to clause 10.2(5), no less than 3 months prior to the expiry of the then current Term, the Service Provider may submit to the Lead Department an updated Price Schedule setting out the Rates and Fees it proposes to apply from the commencement of the relevant extension of the Term if taken up by the Lead Department pursuant to clause 2.2.
- (2) If the Lead Department elects to extend the Term pursuant to clause 2.2 and the Service Provider has submitted an updated Price Schedule in accordance with clause 10.2(1):
 - (a) the Lead Department may, in its absolute discretion:
 - (i) reject the Service Provider's updated Price Schedule; or
 - (ii) accept the Service Provider's updated Price Schedule subject to any conditions or directions the Lead Department considers fit
 (Revised Price Schedule); and
 - (b) the Revised Price Schedule will take effect upon the commencement of the relevant extension of the Term and will apply to Rates and Fees sought after the commencement of such extension.

- (3) For the avoidance of doubt, any Revised Price Schedule will not apply to a POC in existence before the commencement of the Revised Price Schedule set out in clause 10.2(2)(b).
- (4) If the Lead Department elects to extend the Term pursuant to clause 2.2 and the Service Provider has not submitted an updated Price Schedule in accordance with clause 10.2(1), then current Price Schedule will continue to apply upon the commencement of the relevant extension of the Term.
- (5) For any proposed updated Price Schedule submitted to the Lead Department pursuant to clause 10.2(1), the Service Provider may only update the Price Schedule in accordance with the following principles:
 - (a) price increases may only be calculated on the variable operating costs that comprise the hourly rate of charge; and
 - (b) variable operating costs subject to escalation are:
 - (i) all labour costs, including the costs of providing any entitlements payable or incurred by the Service Provider pursuant to the Security Services Industry Award 2010 or any other equivalent award (State or Federal) applying or that may hereafter apply;
 - (ii) on costs, including payroll, superannuation and WorkCover; and
 - (iii) any other insurances as the Service Provider may from time to time be required to maintain under this Agreement or a POC.

11. Competitive pricing

11.1 Intent of parties

The Lead Department and the Service Provider agree that it is their common intention that the Rates and Fees will be (and will remain, for the term of the Agreement) commercially competitive in relation to the Rates and Fees offered by:

- (a) the Service Provider to other customers for services which are comparable to the Security Services offered by the Service Provider to a potential Purchaser under a POC; and
- (b) other service providers in the market for services which are the same as or equivalent to the Security Services,

taking into account the No Less Favourable Mechanism.

11.2 Benchmarking

- (1) The Rates and Fees will be subject to benchmarking, and such benchmarking will be undertaken only as between the Lead Department and the Service Provider under this Agreement, and not as between the Service Provider and individual Purchasers.
- (2) The parties will comply with Schedule 8 in relation to the conduct of, and the outcomes of, benchmarking.

11.3 Incorporation of outcome into Purchase Order Contracts

Should the Rates and Fees be revised as a consequence of a benchmarking conducted under this clause 11 then, despite clause 28.2, the Price Schedule is taken to be varied as a consequence of the outcome of that benchmarking from the date specified in Schedule 8, and the parties to each Purchase Order Contract will be bound by that variation from that date.

12. Intellectual Property Rights

12.1 Ownership of Pre-Existing Intellectual Property

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

12.2 Licence of Service Provider Intellectual Property

Without limiting any of the Lead Department's rights in respect of Disengagement, the Service Provider hereby irrevocably and unconditionally grants to the Lead Department or (at the Direction of the Lead Department) the Purchaser (as the case may be), 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 Lead Department or Purchaser may acquire following the expiry or termination of this Agreement, (whether from a third party or otherwise), or otherwise to enable the Lead Department or Purchaser (as the case may be) to receive the benefits of any of the Service Provider's obligations under this Agreement.

12.3 Licence by the Lead Department

The Lead Department or Purchaser (as the case may be) grants the Service Provider a non-exclusive, non-transferrable, royalty-free licence to use the Lead Department's or Purchaser's (as the case may be) 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 Agreement for the Term.

12.4 Moral Rights

The Service Provider warrants that the Lead Department or Purchaser (as the case may be) 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.

12.5 Additional obligations

The Service Provider must do all things reasonably requested by the Lead Department or Purchaser (as the case may be) to give full effect to this clause 12, including entering into further agreements to assign the rights referred to in clause 12.2, to the extent applicable.

12.6 Data

- (1) Data will remain (and, if necessary, will become) the property of the Lead Department or Purchaser (as the case may be). The Service Provider will supply to the Lead Department or Purchaser (as the case may be) 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.
- (2) 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 Lead Department or Purchaser (as the case may be).
- (3) The Service Provider must only use the Data to the extent necessary to perform its obligations under this Agreement.
- (4) The Service Provider must:
 - (a) subject to any more stringent requirements imposed pursuant to this Agreement, prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to the Data; and
 - (b) comply with any policies of the Lead Department or Purchaser (as the case may be) in effect from time to time in respect of the security disposal of equipment and destruction of records and the Data.
- (5) If the Service Provider suspects that any Data has (or may) become lost or corrupted or there is authorised access to that Data, it will immediately notify the Lead Department or Purchaser (as the case may be) and propose remedial action, including action to ensure that this does not recur.
- (6) The Service Provider must not, and must ensure that its Personnel do not, without the Lead Department or Purchaser (as the case may be)'s prior written consent:
 - (a) remove Data or allow the Data to be removed from the Lead Department or Purchaser (as the case may be)'s premises or equipment; or
 - (b) take, disclose or make available the Data or allow the Data to be taken, disclosed or made available outside Victoria.

13. Liability

13.1 General Liability

- (1) The Service Provider at all times indemnifies and will continue to indemnify, hold harmless and defend the Lead Department and each of its employees, agents, officers or contractors (excluding the Service Provider) (**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:
 - (a) personal injury, including sickness and death caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (b) property damage caused or contributed to by the acts or omissions of the Service Provider or its Personnel;

- (c) a breach of an obligation of confidence or privacy, whether under this Agreement or otherwise;
 - (d) fraudulent acts or omissions of the Service Provider or its Personnel;
 - (e) any Wilful Default or illegal act or omission by the Service Provider or its Personnel;
 - (f) breaches of logical or physical security caused or contributed to by the Service Provider or its Personnel;
 - (g) loss or corruption of Data;
 - (h) any third party claim arising out of a breach of this Agreement 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
 - (i) 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.
- (2) To the extent that the indemnity in this clause refers to persons other than the Lead Department, the Lead Department holds this clause on trust for those other persons.
- (3) If any indemnity payment is made by the Service Provider under this clause 13, 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.
- (4) The Lead Department or Purchaser (as the case may be) may, in its absolute discretion, 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 Lead Department or any 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**).
- (5) If the Lead Department or Purchaser (as the case may be), requests the Service Provider to defend an IPR Claim in accordance with clause 13.1(4):
- (a) 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 Lead Department or Purchaser (as the case may be);
 - (b) the Service Provider may not settle or compromise the IPR Claim conducted by it without the Lead Department or Purchaser (as the case may be) consent; and
 - (c) the Lead Department or Purchaser (as the case may be) may, at any time, give notice to the Service Provider that the Lead Department or Purchaser (as the case may be) wishes to conduct the IPR Claim (including associated settlement discussions) and the Service Provider will permit the Lead Department or Purchaser (as the case may be) to do so.

13.2 Limitation

- (1) Subject to clause 13.2(2), each party's liability to the other party under this Agreement, and separately under each 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 in relation to a particular POC.
- (2) Nothing in clause 13.2(1), this Agreement or any POC, operates to limit the Service Provider's liability to the Lead Department or any Purchaser in respect of:
 - (a) personal injury, including sickness and death caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (b) property damage caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (c) a breach of an obligation of confidence or privacy, whether under this Agreement or otherwise;
 - (d) fraudulent acts or omissions of the Service Provider or its Personnel;
 - (e) any Wilful Default or illegal act or omission by the Service Provider or its Personnel;
 - (f) breaches of logical or physical security caused or contributed to by the Service Provider or its Personnel;
 - (g) loss or corruption of Data;
 - (h) an indemnity set out in this Agreement; or
 - (i) any infringement of the Intellectual Property Rights, Moral Rights or any other rights of any person, including any third party.

13.3 Purchaser's Liability

The Service Provider acknowledges that, notwithstanding anything else in this Agreement, each Purchaser is solely responsible for any Request issued in accordance with clause 6.1 and all POCs entered into with a Service Provider pursuant to clauses 6.2(3) and 6.2(4), and neither the State, the Lead Department, a Government Owned Entity, a Non-Budget Sector Agency nor a Budget Sector Agency, will be liable for the acts or omissions of any other Purchaser, including any liability for moneys owing to the Service Provider.

13.4 No occupier's liability

- (1) Neither the Lead Department, any 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 Lead Department's or the Purchaser's premises as a result of:
 - (a) the negligence or recklessness of such Personnel; or
 - (b) if such 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).

- (2) The Service Provider unconditionally and irrevocably releases the Lead Department, each Purchaser and their officers, employees, agents and invitees from all responsibility contemplated by clause 13.4(1) 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.

14. Warranties

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

- (1) It has the right to enter into this Agreement and perform the Security Services under any POC in accordance with this Agreement;
- (2) its execution, delivery and performance of this Agreement does not contravene any contractual, legal or other obligation(s) that apply to it;
- (3) 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 Lead Department or Purchaser (as the case may be) the licences contemplated by this Agreement;
- (4) the receipt, possession or use of the Security Services, and/or Data or other Materials supplied by the Service Provider, by any Purchaser will not infringe the Intellectual Property Rights or other rights of any person or any Laws;
- (5) without limiting the Service Provider's Service Level obligations, the Security Services will be:
 - (a) provided with due care and skill;
 - (b) provided in accordance with all applicable standards, principles, practices and in accordance with the requirements of this Agreement;
 - (c) completed within a reasonable time; and
- (6) 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 and that it will use its best endeavours to maintain such accreditation or membership during the Term;
- (7) 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;
- (8) 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 each Purchaser with whom it enters a POC, in accordance with the terms of that POC;
- (9) it and each of its Security Staff are:
 - (a) of good character and integrity;

- (b) 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;
 - (c) appropriately qualified and have the requisite knowledge, skill and expertise to provide the Security Services in accordance with the Service Level Requirements and KPIs;
 - (d) trained, and will continue to be trained, with respect to Laws relating to private security; and
- (10) whilst on the premises owned or controlled by a Purchaser, the Service Provider and its Security Staff will at all times comply with that 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;
 - (11) where the Purchaser or Lead Department (as the case may be) 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;
 - (12) each report provided by the Service Provider will be true, correct and complete in each particular;
 - (13) all representations made by the Service Provider in or in connection with a POC are and remain accurate and the Service Provider has and will maintain at all relevant times the quality assurance arrangements set out in the POC (if any); and
 - (14) if the Service Provider is entering into this Agreement on behalf of a trust (**Trust**):
 - (a) it is a validly appointed trustee of the Trust;
 - (b) there has not been any contravention of, or non-compliance with, any of the terms of the documents which established the Trust (**Trust Deed**);
 - (c) it has the right to be indemnified out of, and take a lien over, the assets of the Trust;
 - (d) this Agreement does not conflict with the operation or terms of the Trust or the Trust Deed;
 - (e) this Agreement constitutes valid and enforceable obligations of the Trust;
 - (f) it has full and valid power and authority under the Trust to enter into this Agreement and to carry out the transactions contemplated by this Agreement (including all proper authorisations and consents);
 - (g) it enters into this Agreement 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
 - (h) it is the sole trustee of the Trust.
 - (15) For the avoidance of doubt, the warranty provided under clause 14(12) is a continuing warranty and made at the date of this Agreement and again on each date that a report is delivered.

15. Conflict of interest

- (1) The Service Provider warrants to the Lead Department that it does not, and will ensure that its employees, agents and contractors 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 Agreement.

- (2) The Service Provider must promptly inform the Lead Department of any matter which may give rise to an actual or potential conflict of interest at any time during the Term.
- (3) The Service Provider acknowledges and agrees that failure to comply with this clause 15 will constitute a breach of a fundamental term of this Agreement.

16. Change in Control

- (1) The Service Provider must notify the Lead Department 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 7 Business Days of becoming aware of the change in Control (**Notice**).
- (2) The Notice must demonstrate the Service Provider's (or Subcontractor's) capacity to continue 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 comply with the Service Levels, and the No Less Favourable Mechanism.
- (3) The Lead Department may, upon receiving the Notice, in its absolute discretion by notice in writing to the Service Provider, terminate this Agreement and any outstanding POCs.
- (4) Any termination pursuant to clause 16(3) takes effect at the time nominated by the Lead Department, provided that the time nominated is no later than the immediately succeeding 12 months after the Lead Department receives the Notice.
- (5) 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 7.7.

17. Termination

17.1 Termination by the Lead Department for cause

Without limitation to any provision of this Agreement, where:

- (1) the Service Provider consistently fails to provide the Security Services in accordance with the requirements of this Agreement or a POC;
- (2) the Service Provider fails to remedy, to the satisfaction of the Lead Department, any material breach of this Agreement (which in the reasonable opinion of the Lead Department is able to be remedied) within 10 Business Days after the date on which the Lead Department issues the Service Provider a written notice requiring the Service Provider to remedy that breach;
- (3) the Service Provider fails to remedy, to the satisfaction of the Lead Department, any breach of this Agreement, other than a material breach, (which in the reasonable opinion of the Lead Department is able to be remedied) within 20 Business Days after the date on which the Lead Department issues the Service Provider a written notice requiring the Service Provider to remedy the breach;

- (4) a Purchaser terminates a POC pursuant to its rights under that POC;
- (5) the Service Provider materially breaches any substantive provision of this Agreement or POC and in the reasonable opinion of the Lead Department such breach cannot be remedied;
- (6) the Service Provider or any of its Security Staff employed or engaged in the provision of Security Services are guilty of criminal acts, fraud, dishonesty or any other serious misconduct;
- (7) during the Term there is a change in governmental policy that affects the Lead Department's ability to perform its obligations under this Agreement or which, in the reasonable opinion of the Lead Department, has the effect of making the provision of Security Services under this Agreement unviable, inappropriate or otherwise unsuitable;
- (8) 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 Lead Department believes that its continued association with the Service Provider will be prejudicial or otherwise detrimental to the reputation of the State; or

- (9) the Service Provider suffers an Insolvency Event,

then the Lead Department may in its absolute discretion by notice in writing to the Service Provider immediately:

- (a) suspend, for such period as is specified in the notice, the Service Provider's membership of the Panel (in any or all of the Service Categories) to the extent specified in the notice; or
- (b) terminate:
 - (i) the Service Provider's membership of the Panel (in any or all of the Service Categories);
 - (ii) any POC; and
 - (iii) this Agreement.

17.2 Termination by the Lead Department without cause

- (1) The Lead Department may terminate this Agreement without cause on notice to the Service Provider.
- (2) If this Agreement is terminated pursuant to clause 17.2(1):
 - (a) the termination will take effect upon the Service Provider's receipt of the notice, or at such later date specified by the Lead Department in the notice;
 - (b) the Lead Department 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
 - (c) the Lead Department will have no other liability to the Service Provider in relation to that termination.
- (3) When the Lead Department issues a notice under clause 17.2(1), 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 Agreement.

17.3 Suspension or Termination of Panel membership

- (1) If the Service Provider's membership of the Panel is suspended or terminated under clause 17.1, then, despite clause 28.2:
 - (a) in the case of a suspension, for the duration of the suspension; or
 - (b) in the case of termination, for the remainder of the Term,
 Annexure B will be construed as if Service Category or Service Categories, which are the subject of the suspension or termination, are deleted from this Agreement.
- (2) If, as a result of the termination of its membership of the Panel in respect of particular Service Categories, the Service Provider is no longer appointed to the Panel in respect of any Service Categories, then this Agreement will terminate automatically.
- (3) Despite any provision of this Agreement, or any other remedy that may otherwise be available at Law, the Service Provider will not be entitled to claim, and may not recover, any compensation or damages for any Loss it incurs or sustains as a result of:
 - (a) the termination of its membership of the Panel in respect of one or more Service Categories; or
 - (b) the termination of this Agreement through the operation of clause 17.3(2).
- (4) Clauses 17.3(5) to 17.3(7) apply where the Lead Department has terminated the Service Provider's membership of the Panel in respect of a Service Category, where the Service Provider is providing Security Services forming part of that Service Category to a Purchaser under a POC.
- (5) Despite the termination of its membership, the Service Provider must continue to supply Security Services forming part of the relevant Service Category to the Purchaser under the POC, in accordance with the terms of that POC, for a period of up to 6 months from the date of the termination. During that period, the Purchaser and Service Provider will:
 - (a) finalise the Disengagement Plan; and
 - (b) at the end of that period, the Service Provider will effect Disengagement of those Security Services forming part of the relevant Service Category, in respect of which the Service Provider's Panel membership has been terminated.
 It is agreed that Purchasers will continue to pay Rates and Fees applicable to the relevant Security Services, which are payable to the Service Provider for Security Services supplied in accordance with that POC up until the end of the Disengagement Period.
- (6) If, as a result of complying with the requirements of clause 17.3(5), the Service Provider is not obliged to supply any Security Services under the POC, then that POC will terminate automatically upon the completion of Disengagement in respect of the Security Services referred in clause 17.3(5) above.
- (7) To the extent that:
 - (a) the Service Provider remains appointed to the Panel in respect of a Service Category; and

- (b) Security Services forming part of that Service Category are supplied under one or more Purchase Order Contracts,

the Service Provider must continue to offer and/or supply those Security Services in accordance with the terms of those Purchase Order Contracts, and will not be entitled to any relief, concession or adjustment of Rates and Fees in recognition of the fact that it is no longer providing Security Services forming part of other Service Categories.

- (8) The expiry or termination of this Agreement does not, of itself, constitute the termination of the Service Provider's appointment to the Panel, but neither the Service Provider nor any Purchaser may enter into any Purchase Order Contract following the expiry or termination of this Agreement.
- (9) All Purchase Order Contracts, in force as at the date of the expiry or termination of this Agreement continue in full force and effect, but their duration may not be extended, and such Purchase Order Contracts may not be replaced. Notwithstanding the previous sentence, all Purchase Order Contracts still in force and effect on the date this Agreement expires or terminates will terminate on the date that is:
 - (a) determined in accordance with the provisions of each such POC; or
 - (b) 12 months from the date this Agreement expires or terminates, whichever occurs first.

17.4 Consequences of termination or expiry

- (1) The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement. Termination, suspension or expiry of this Agreement will not prejudice any right of action or remedy which may have accrued for either party prior to termination, suspension or expiry (as the case may be).
- (2) On the termination or expiry of this Agreement the Service Provider and its Subcontractors and Personnel cease to have any rights to use and retain:
 - (a) Data and other Materials supplied or licensed by the Lead Department during the Term, and the Service Provider must, unless it is required to retain them in order to comply with Disengagement obligations under Purchase Order Contracts, return 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;
 - (b) any Confidential Information of the State, or the Lead Department, and, unless it is required to retain particular Confidential Information in order to:
 - (i) perform its obligations under Purchase Order Contracts (including in respect of disengagement); or
 - (ii) comply with reporting and other obligations imposed by Law, the Service Provider must, at the option of the Lead Department:
 - (iii) return (and certify in writing such return) to the Lead Department;
 - (iv) destroy (and certify in writing to the Lead Department such destruction); or

- (v) destroy in the presence of one or more representatives of the Lead Department,
all Confidential Information in the possession, custody or power of the Service Provider, any of its Subcontractors or their respective Personnel; and
 - (c) equipment, access and security passes and other property that has been provided or supplied to the Service Provider for the purposes of this Agreement, 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 Lead Department.
- (3) To the extent that the Service Provider or any Subcontractor has not, as at the date of the expiry or termination of this Agreement, complied with the requirements of clause 12.5 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.

17.5 Survival

Clauses 1, 2.3, 9, 12, 13, 17.3, 17.4, 18, 21, 22 and 28.6 of this Agreement survive the termination or expiry of this Agreement and may be enforced at any time.

18. Disengagement

18.1 Overview

- (1) It is critical for the State to ensure that, following the expiry or termination of this Agreement, 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 Lead Department relies significantly on the Service Provider fulfilling its Disengagement obligations. Accordingly, the Service Provider must:
- (a) comply with this clause 18;
 - (b) comply with its obligations specified in, and the requirements of, Schedule 7;
 - (c) ensure that Disengagement occurs in a timely and orderly manner; and
 - (d) do all other things reasonably necessary to effect Disengagement.
- (2) The obligations of the Service Provider under this clause 18 are separate from, and in addition to the disengagement obligations of the Service Provider under each POC.

18.2 Disengagement Assistance

The Service Provider must supply the Disengagement Assistance to the Lead Department in accordance with Schedule 7.

18.3 Disengagement Plan

The Service Provider must prepare a Disengagement Plan in accordance with, and within the period(s) specified in, Schedule 7.

18.4 Continuation of business as usual

The Service Provider:

- (1) must continue to fulfil its obligations in accordance with the terms of this Agreement during the Disengagement Period (except to the extent that the applicable Disengagement Plan contemplates, or the Lead Department determines, that particular obligations need not be fulfilled, or will be undertaken by a third party or the Lead Department itself);
- (2) must ensure there is no degradation of quality of services provided to Purchasers during Disengagement except to the extent set out in the applicable Disengagement Plan; and
- (3) acknowledges all Service Levels apply during the Disengagement Period.

18.5 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 7.

18.6 Extension of Disengagement Period

The Lead Department may elect to extend a given Disengagement Period one or more times, for such period as the Lead Department 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 6 months.

19. Financial Capacity

The Lead Department reserves the right at any time during the Term to request that the Service Provider provide details of its financial capacity to continue to carry out the work under any POC and its obligations under this Agreement. The Service Provider must respond promptly and in writing to such a request within 5 Business Days.

20. Accident compensation

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

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

21. Confidentiality

21.1 Confidentiality

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

- (1) the condition of the Sites; or
- (2) policies of the Lead Department.
- (3) except to the relevant Purchaser (in respect of the items set out in clause 21.1(1) only) or the Lead Department.

21.2 Use of Confidential Information

- (1) The Service Provider will (and will ensure that its employees, agents and advisers will):
 - (a) use and reproduce Confidential Information only to perform its obligations under this Agreement; and
 - (b) 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 Agreement.
- (2) All Confidential Information will remain the property of the Lead Department and all copies or other records containing the Confidential Information (or any part of it) must be returned by the Service Provider to the Lead Department on termination or expiry of this Agreement.
- (3) The Service Provider acknowledges that the Lead Department 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 21 and without the need on the part of the Lead Department to prove any special damage.
- (4) The Service Provider must ensure that all records are stored and managed to ensure a high degree of confidentiality.
- (5) ~~It is not a breach of this clause 21.2 for the Service Provider to disclose Confidential Information which it is obliged by law to disclose to the person to whom it is disclosed.~~
- (6) If 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 Lead Department of the actual or anticipated requirement and use its best endeavours (without breach of applicable law) to delay and withhold disclosure until the Lead Department has had a reasonable opportunity to oppose disclosure by lawful means.

21.3 Disclosure of Service Provider's information

- (1) The Lead Department agrees to treat all information of, or relating to, the Service Provider that is provided to it under this Agreement or the Tender Documentation by or on behalf of the Service Provider, as Confidential Information.

- (2) The Service Provider hereby consents to:
 - (a) the Lead Department (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;
 - (b) the Lead Department making available to the Victorian Auditor- General all information that is requested by the Auditor-General;
 - (c) the Lead Department making available all information in relation to the Service Provider or this Agreement as may be required to comply with its obligations under the *Freedom of Information Act 1982 (Vic)*; and
 - (d) the Purchaser providing to the Lead Department information about a POC.
- (3) Nothing in this clause derogates from, or operates to limit, the Purchaser's rights to disclose Remuneration Information under, and in accordance with, Schedule 5.
- (4) The Service Provider warrants that it has obtained all necessary consents from any Security Staff, including those employed or engaged by any Subcontractors, in order for the Confidential Information to be used and disclosed as contemplated by this clause 21 without the Lead Department, any potential 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).

21.4 Privacy

- (1) 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 Agreement and any POC, in the same way and to the same extent as the Privacy Obligations would have applied to the Lead Department in respect of that act or practice had it been directly done or engaged in by the Lead Department.
- (2) The Service Provider agrees that it will:
 - (a) assist the Lead Department to comply with its obligations under the Privacy Obligations, to the extent reasonably possible;
 - (b) immediately notify the Lead Department upon becoming aware of any breach of the Privacy Obligations and comply with all directions of the Lead Department in respect of the breach;
 - (c) provide the Lead Department with such co-operation as the Lead Department requires in relation to resolving any complaint concerning privacy; and
 - (d) provide access to or amendment of any record(s) as directed by the Lead Department.
- (3) 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 Agreement or any POC.

- (4) Without limiting anything in this clause 21, in relation to any Personal Information obtained by the Service Provider in connection with this Agreement or any Purchaser Order Contract, the Service Provider must:
- (a) not collect, use, disclose store, transfer or handle the information except in accordance with the Privacy Obligations;
 - (b) not, without the prior consent of the Lead Department, disclose the information to a person who is outside Victoria;
 - (c) take all reasonable steps to ensure that the information is protected from misuse, interference or loss, and from unauthorised access, modification or disclosure;
 - (d) take all reasonable steps to destroy or permanently de-identify information that is no longer needed for the purposes of this Agreement;
 - (e) co-operate with any reasonable request or direction the Lead Department 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;
 - (f) 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 Agreement; and
 - (g) comply with any reasonable direction of the Lead Department in relation to a complaint concerning privacy received by either party.

21.5 Data Protection

- (1) The Service Provider acknowledges that the Lead Department and the Purchaser under any POC are bound by the Protective Data Security Standards.
- (2) 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 Lead Department or the Purchaser (as the case may be) in respect of any data held, used, managed, disclosed or transferred by the Service Provider on behalf of the Lead Department or the Purchaser under or in connection with this Agreement or any POC.

22. Insurance

- (1) The Service Provider must (and must ensure that any Subcontractors appointed by it under clause 5) obtain and maintain for the Term (and, in respect of insurances obtained on a claims made basis, for a period of 7 years after the end of the Term) the insurances specified in Item 5 of Schedule 1.
- (2) The Service Provider must provide the Lead Department with evidence of the currency of any insurance it is required to obtain on or prior to submitting its first invoice under this Agreement, and otherwise on request by the Lead Department at any time during the Term.
- (3) Where any insurance the Service Provider is required to obtain and maintain expires during the Term (**Initial Insurance**), the Service Provider must provide the Lead Department with evidence of the currency of relevant replacement insurance prior to the expiration of the Initial Insurance.

- (4) Any insurance obtained pursuant to clause 22(3) must be:
 - (a) taken out with an insurer acceptable to the Lead Department; and
 - (b) on terms (including any excess) which are acceptable to the Lead Department.
- (5) The Service Provider must not do or allow anything to be done which:
 - (a) reduces its insurance below the amounts set out in Item 5 of Schedule 1; or
 - (b) makes any insurance policy obtained pursuant to this Agreement either void or voidable.
- (6) The Service Provider must notify the Lead Department in writing of any claims against the insurances effected by the Service Provider relating to this Agreement 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 Lead Department may reasonably require.
- (7) The Service Provider must provide all reasonable assistance in connection with any insurance claim made in connection with this Agreement.

23. Disputes

23.1 Parties to meet

- (1) If any dispute arises under or in connection with this Agreement (**Dispute**) which Dispute is not able to be resolved by the Category Manager and the Relationship Manager, the nominated Senior Executive Officer (or equivalent) of each of the Lead Department (on the one hand) and the Service Provider (on the other hand) will promptly meet and discuss in good faith with a view to resolving such Dispute.

23.2 Mediation

- (1) If any Dispute is unable to be resolved in accordance with clause 23.1 within 10 Business Days, the Parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Commercial Disputes Centre (**ACDC**) before having recourse to arbitration or litigation.
- (2) The mediation will be conducted in accordance with the mediation guidelines of ACDC (**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 Agreement.

23.3 Arbitration or litigation

- (1) If the Parties fail to settle any Dispute in accordance with clause 23.2, 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.
- (2) If the Parties do not agree to refer the Dispute to arbitration in accordance with clause 23.3(1), either party may submit the Dispute for resolution to the exclusive jurisdiction of the courts of Victoria, Australia.

23.4 Performance during Dispute resolution

The Parties to a Dispute will continue to perform their respective obligations under this Agreement, and under any POC, pending the resolution of a Dispute under this clause 23.

23.5 Interlocutory relief

Nothing in this clause 23 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 Agreement before it has complied with the dispute resolution procedures under this clause 23.

24. GST

24.1 Definitions

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

24.2 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 Agreement are inclusive of GST.

24.3 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 Agreement.

24.4 Reimbursement

If this Agreement 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.

24.5 Adjustment events

If an adjustment event arises in respect of the Security Services under this Agreement or a POC, the additional amount payable on account of GST in accordance with clause 24.3 must be adjusted to reflect the adjustment event. A corresponding payment must also be made by the Service Provider to the recipient, or by the recipient to the Service Provider, as the case may be.

25. Compliance with Laws, Policies and Victorian Government requirements

25.1 General Law and Policy

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

- (1) comply with:
 - (a) all Laws affecting or applicable to the provision of Security Services by the Service Provider;
 - (b) all Policies;
 - (c) the conditions of all authorisations, permits, consents, approvals and licences referred to in clause 14(7); and
 - (d) without limiting subclause (a), the provisions set out in Schedule 9; and
- (2) co-operate and actively engage with the Lead Department in order to ensure that it is aware of, understands and can comply with each of the Policies including:
 - (a) security-specific Policies, other Policies relevant to the use of Security Services by potential Purchasers such as gift policies and Policies of more general application such as data security and occupational health and safety Policies; and
 - (b) new, amended, supplemented and replacement Policies from time to time (including due to the inclusion of new Purchasers).

25.2 The Supplier Code of Conduct

The Service Provider acknowledges that:

- (1) 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;
- (2) it has read the Supplier Code of Conduct; and
- (3) 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.

26. Information Technology

- (1) Neither the Service Provider, its employees, agents or contractors will introduce a virus, malicious code, malware or any disabling code to any computers or computer network of any Purchaser, either from a magnetic disk, magnetic tape, by e-mail or otherwise.
- (2) 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.

27. Notices

27.1 Giving a communication

- (1) A notice, demand, certification, process or other communication relating to this Agreement 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 as follows: to the Lead Department: at the address which is set out in Item 3 of Schedule 1; and
- (2) to the Service Provider: at the address which is set out in Item 3 of Schedule 1.

27.2 Time of delivery

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

- (1) in the case of delivery in person or by courier, when delivered;
- (2) in the case of delivery by post, 5 Business Days after the date of posting; and
- (3) in the case of electronic mail, if the receiving party has agreed to receipt in that form under this Agreement or a 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.

27.3 After hours communications

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

- (1) on a Business Day after 5.00 pm in the place of receipt; or
- (2) 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.

28. General

28.1 Legal costs

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

28.2 Amendment and variation

- (1) This Agreement may only be varied or replaced by an instrument executed by the Lead Department and the Service Provider.
- (2) A POC may only be varied or replaced by an instrument executed by the relevant Purchaser and the Service Provider.

28.3 Waiver and exercise of rights

- (1) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (2) 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.

28.4 Severability

Any provision of this Agreement 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.

28.5 Rights cumulative

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

28.6 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with Laws.

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.

28.7 Assignment of rights

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

28.8 Counterparts

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

28.9 Relationship of Parties

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

Schedule 1 Contact details

Item 1 Term (clause 2)

Commencement Date: 1 February 2018
 Expiry Date: 31 January 2021
 Further term(s): Two x one year options, each exercisable at the Lead Department's discretion

Item 2 Category Manager and Relationship Manager (clause 8.1)

Lead Department's Category Manager

Name: [REDACTED]
 Title: Category Manager
 Telephone: 03 9651 1560
 Email: [REDACTED]@dtf.vic.gov.au

Service Provider's Relationship Manager

Name: Greg Watson
 Title: General Manager Regional Operations
 Telephone: (03) 9936 3413
 Mobile: 0476 103 423
 Email: greg.watson@wilsonsecurity.com.au

Service Provider's Relationship Manager's Alternate

Name:
 Title:
 Telephone:
 Email:

Item 3 Notice particulars (clause 22)

Lead Department

Address: GPO Box 4379 Melbourne VIC 3001
 Fax: 03 9651 5951
 Email: [REDACTED]@dtf.vic.gov.au
 Addressee: Category Manager

Service Provider

Address: Level 3, 6 English St, Essendon Fields VIC 3140
 Fax:
 Email: greg.watson@wilsonsecurity.com.au
 Addressee: Greg Watson

Item 4 Contract management practices

The Lead Purchaser reserves the right to implement the following contract management practices with the ongoing co-operation and involvement of the Service Provider:

- periodical financial and operational audits of the Service Provider;
- audits as deemed necessary by the Category Manager to ensure that the Service Provider (and any of its subcontractors) is operating with the necessary standards and within the contract requirements; and
- appointment of an independent part-time Security Advisor to periodically review all Security Services and requirements across Purchasers (as an option).

Meetings

The Service Provider and Category Manager will meet on a frequent basis as part of the relationship management. The table below indicates the minimum meetings between the two parties. These meetings must be pre-arranged, with agenda, minutes and actions.

Purchasers may organise to meet with the Service Provider over and above these requirements. Such meetings must be agreed and planned in advance, with clear agendas and minutes provided.

Table 1: Meetings

No	Type	Description	Attendees	Frequency
1	Strategic Review	Align the overall strategic relationship between the two parties. It is intended during this meeting for each party to discuss high-level future plans and review the relationship. This meeting can be used to address Lead Department and operational concerns that require escalation.	DTF and Service Providers Leadership Team	Yearly
2	Category Management Review	Manage the on-going relationship at the SPC level. Review issues, KPIs and relationship. Ensure support to operational and strategic reviews. Can also be used to address operational concerns that require escalation.	Service Provider Relationship Manager and Category Manager	Quarterly
3	Operational Meetings	Specific and tactical in nature, these meetings are intended to ensure the Purchase Order Contract objectives are being met. Review of Operational KPIs, issues and relationship.	Purchaser and Service Provider's Relationship Manager	Monthly

Reporting

The Service Provider shall provide all such reports and notifications, and in such form, as may be required by the Category Manager & Purchasers. Templates of each Report are to be agreed between the Category Manager, Purchasers and the Service Provider at the beginning of the Term. The list of standard Reports are shown in Table 2 and the frequency of their distribution to the Category Manager and the Purchasers. Additional reporting requirements may be agreed between the parties through the life of the contract.

Table 2: Reporting

No	Report name	Report description	Frequency	
			Category Manager	Purchaser
1	Billing Data Reports	Purchaser and its sites spend broken down into the following: <ul style="list-style-type: none"> total number of Security Officers broken down by permanent, casual and subcontractors; grade of each guard; Site Registration Details (i.e. ID no.) total hours of each guard; total hours of training for each guard; and costs associated with each Security Officer. 	Monthly (within 5 business days of the start of the month)	Weekly
2	Issues/Corrective Action Report	Report on issues and corrective actions to areas identified by the Category Manager and Purchasers according to the Specification or Technical Specifications. This report should include: <ul style="list-style-type: none"> Purchaser Issue Corrective Action Required Date Raised Date Closed Resolution to the Issue 	Monthly	Weekly
3	Incident Reporting	Report on: <ul style="list-style-type: none"> Security and/or facility related incidents with brief details Alarm activations with location details Security Response Activities 	Monthly	Weekly
4	KPI reporting	Track, monitor and report on performance against the KPIs in accordance with the requirements specified within 60 days of contract commencement.	As per KPI review frequency	
5	Adhoc reports as requested	Reporting information that may be requested for the purpose of ministerial requests or FOI or other government purposes	Ad Hoc	

Item 5 Insurance

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

Schedule 2 Rates and Fees

WILSON SECURITY - VIC RATES

Permanent staff	Grade 1						
Component	Job requirements:						
	Rate	M-F Day	M-F Night	Perm Night	Sat	Sun	PH
Base Rate	\$20.91	\$20.91	\$20.91	\$20.91	\$20.91	\$20.91	\$20.91
Overtime		\$1.16	\$1.39	\$1.50	\$1.73	\$2.31	\$2.89
Shift Penalty - Weekday Night	20.00%		\$4.18	\$0.00			
Shift penalty Perm Nights	30.00%			\$6.27			
Shift Penalty - Saturday	50.00%				\$10.46		
Shift Penalty - Sunday	100.00%					\$20.91	
Shift Penalty - Public Holiday	150.00%						\$31.37
Other Allowances		\$0.58	\$0.70	\$0.76	\$0.88	\$1.17	\$1.46
Subtotal A		\$22.65	\$27.18	\$29.44	\$33.97	\$45.30	\$56.62
Annual leave	11.14%	\$2.24	\$2.69	\$2.91	\$3.36	\$4.48	\$5.60
Sick Leave	2.50%	\$0.36	\$0.43	\$0.47	\$0.54	\$0.72	\$0.90
Long Service Leave	1.00%	\$0.20	\$0.24	\$0.26	\$0.30	\$0.40	\$0.50
Subtotal B		\$2.80	\$3.36	\$3.64	\$4.20	\$5.60	\$7.00
Superannuation	9.50%	\$2.17	\$2.61	\$2.83	\$3.26	\$4.35	\$5.44
Subtotal C		\$2.17	\$2.61	\$2.83	\$3.26	\$4.35	\$5.44
Payroll Tax	4.85%	\$1.34	\$1.61	\$1.74	\$2.01	\$2.68	\$3.35
Workers Compensation	2.00%	\$0.55	\$0.66	\$0.72	\$0.83	\$1.11	\$1.38
Subtotal D		\$1.89	\$2.27	\$2.46	\$2.84	\$3.78	\$4.73
TOTAL (LABOUR)		\$29.52	\$35.42	\$38.37	\$44.28	\$59.04	\$73.79
Training		\$0.46	\$0.55	\$0.60	\$0.69	\$0.92	\$1.16
Uniforms		\$0.13	\$0.16	\$0.17	\$0.20	\$0.26	\$0.33
Assets		\$0.09	\$0.10	\$0.11	\$0.13	\$0.17	\$0.21
Subtotal E		\$0.68	\$0.81	\$0.88	\$1.02	\$1.36	\$1.70
SG&A		\$0.98	\$1.18	\$1.28	\$1.48	\$1.97	\$2.46
Profit		\$0.91	\$1.09	\$1.18	\$1.36	\$1.81	\$2.26
Subtotal F		\$1.89	\$2.27	\$2.46	\$2.84	\$3.78	\$4.73
TOTAL		\$32.09	\$38.50	\$41.71	\$48.13	\$64.17	\$80.22

Permanent staff	Grade 2						
	Job requirements:						
Component	Rate	M-F Day	M-F Night	Perm Night	Sat	Sun	PH
Base Rate	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49
Overtime		\$1.10	\$1.32	\$1.43	\$1.65	\$2.20	\$2.75
Shift Penalty - Weekday Night	20.00%		\$4.30	\$0.00			
Shift penalty Perm Nights	30.00%			\$6.45			
Shift Penalty - Saturday	50.00%				\$10.75		
Shift Penalty - Sunday	100.00%					\$21.49	
Shift Penalty - Public Holiday	150.00%						\$32.24
Other Allowances		\$2.52	\$3.03	\$3.28	\$3.78	\$5.04	\$6.30
Subtotal A		\$25.11	\$30.13	\$32.65	\$37.67	\$50.22	\$62.78
Annual leave	11.14%	\$2.51	\$3.01	\$3.26	\$3.76	\$5.01	\$6.26
Sick Leave	2.50%	\$0.40	\$0.49	\$0.53	\$0.61	\$0.81	\$1.01
Long Service Leave	1.00%	\$0.22	\$0.27	\$0.29	\$0.34	\$0.45	\$0.56
Subtotal B		\$3.14	\$3.76	\$4.08	\$4.70	\$6.27	\$7.84
Superannuation	9.50%	\$2.43	\$2.92	\$3.17	\$3.65	\$4.87	\$6.09
Subtotal C		\$2.43	\$2.92	\$3.17	\$3.65	\$4.87	\$6.09
Payroll Tax	4.85%	\$1.49	\$1.79	\$1.93	\$2.23	\$2.98	\$3.72
Workers Compensation	2.00%	\$0.61	\$0.74	\$0.80	\$0.92	\$1.23	\$1.53
Subtotal D		\$2.10	\$2.52	\$2.73	\$3.15	\$4.20	\$5.25
TOTAL (LABOUR)		\$32.78	\$39.34	\$42.62	\$49.18	\$65.57	\$81.96
Training		\$0.51	\$0.61	\$0.66	\$0.77	\$1.02	\$1.28
Uniforms		\$0.13	\$0.16	\$0.17	\$0.20	\$0.26	\$0.33
Assets		\$0.32	\$0.38	\$0.41	\$0.47	\$0.63	\$0.79
Subtotal E		\$0.96	\$1.15	\$1.25	\$1.44	\$1.92	\$2.40
SG&A		\$1.10	\$1.32	\$1.43	\$1.65	\$2.20	\$2.75
Profit		\$1.01	\$1.21	\$1.32	\$1.52	\$2.02	\$2.53
Subtotal F		\$2.11	\$2.53	\$2.75	\$3.17	\$4.22	\$5.28
TOTAL		\$35.85	\$43.03	\$46.61	\$53.78	\$71.71	\$89.64

Permanent staff	Grade 3						
	Job requirements:						
Component	Rate	M-F Day	M-F Night	Perm Night	Sat	Sun	PH
Base Rate	\$21.88	\$21.88	\$21.88	\$21.88	\$21.88	\$21.88	\$21.88
Overtime		\$1.20	\$1.44	\$1.56	\$1.80	\$2.39	\$2.99
Shift Penalty - Weekday Night	20.00%		\$4.38				
Shift penalty Perm Nights	30.00%			\$6.56			
Shift Penalty - Saturday	50.00%				\$10.94		
Shift Penalty - Sunday	100.00%					\$21.88	
Shift Penalty - Public Holiday	150.00%						\$32.82
Other Allowances		\$2.52	\$3.03	\$3.28	\$3.78	\$5.04	\$6.30
Subtotal A		\$25.60	\$30.72	\$33.28	\$38.40	\$51.20	\$64.00
Annual leave	11.14%	\$2.55	\$3.06	\$3.32	\$3.83	\$5.11	\$6.38
Sick Leave	1.80%	\$0.41	\$0.50	\$0.54	\$0.62	\$0.83	\$1.03
Long Service Leave	1.00%	\$0.23	\$0.28	\$0.30	\$0.34	\$0.46	\$0.57
Subtotal B		\$3.20	\$3.83	\$4.15	\$4.79	\$6.39	\$7.99
Superannuation	9.50%	\$2.48	\$2.98	\$3.23	\$3.72	\$4.96	\$6.20
Subtotal C		\$2.48	\$2.98	\$3.23	\$3.72	\$4.96	\$6.20
Payroll Tax	4.85%	\$1.52	\$1.82	\$1.97	\$2.28	\$3.03	\$3.79
Workers Compensation	2.00%	\$0.63	\$0.75	\$0.81	\$0.94	\$1.25	\$1.56
Subtotal D		\$2.14	\$2.57	\$2.79	\$3.21	\$4.28	\$5.36
TOTAL (LABOUR)		\$33.42	\$40.10	\$43.44	\$50.13	\$66.84	\$83.54
Training		\$0.52	\$0.62	\$0.68	\$0.78	\$1.04	\$1.30
Uniforms		\$0.13	\$0.16	\$0.17	\$0.20	\$0.26	\$0.33
Assets		\$0.31	\$0.37	\$0.40	\$0.46	\$0.62	\$0.77
Subtotal E		\$0.96	\$1.15	\$1.25	\$1.44	\$1.92	\$2.40
SG&A		\$1.12	\$1.34	\$1.46	\$1.68	\$2.24	\$2.80
Profit		\$1.03	\$1.24	\$1.34	\$1.55	\$2.06	\$2.58
Subtotal F		\$2.15	\$2.58	\$2.80	\$3.23	\$4.30	\$5.38
TOTAL		\$36.53	\$43.84	\$47.49	\$54.79	\$73.06	\$91.32

Permanent staff	Grade 4						
	Job requirements:						
Component	Rate	M-F Day	M-F Night	Perm Night	Sat	Sun	PH
Base Rate	\$22.28	\$22.28	\$22.28	\$22.28	\$22.28	\$22.28	\$22.28
Overtime		\$1.22	\$1.46	\$1.58	\$1.83	\$2.44	\$3.05
Shift Penalty - Weekday Night	20.00%		\$4.46	\$0.00			
Shift penalty Perm Nights	30.00%			\$6.68			
Shift Penalty - Saturday	50.00%				\$11.14		
Shift Penalty - Sunday	100.00%					\$22.28	
Shift Penalty - Public Holiday	150.00%						\$33.42
Other Allowances		\$2.52	\$3.03	\$3.28	\$3.78	\$5.04	\$6.30
Subtotal A		\$26.02	\$31.22	\$33.83	\$39.03	\$52.04	\$65.05
Annual leave	11.14%	\$2.60	\$3.11	\$3.37	\$3.89	\$5.19	\$6.49
Sick Leave	1.80%	\$0.42	\$0.50	\$0.55	\$0.63	\$0.84	\$1.05
Long Service Leave	1.00%	\$0.23	\$0.28	\$0.30	\$0.35	\$0.47	\$0.58
Subtotal B		\$3.25	\$3.90	\$4.22	\$4.87	\$6.50	\$8.12
Superannuation	9.50%	\$2.52	\$3.03	\$3.28	\$3.78	\$5.04	\$6.30
Subtotal C		\$2.52	\$3.03	\$3.28	\$3.78	\$5.04	\$6.30
Payroll Tax	4.85%	\$1.54	\$1.85	\$2.00	\$2.31	\$3.08	\$3.85
Workers Compensation	2.00%	\$0.64	\$0.76	\$0.83	\$0.95	\$1.27	\$1.59
Subtotal D		\$2.18	\$2.61	\$2.83	\$3.27	\$4.36	\$5.44
TOTAL (LABOUR)		\$33.97	\$40.76	\$44.16	\$50.95	\$67.93	\$84.92
Training		\$0.53	\$0.63	\$0.69	\$0.79	\$1.06	\$1.32
Uniforms		\$0.13	\$0.16	\$0.17	\$0.20	\$0.26	\$0.33
Assets		\$0.32	\$0.38	\$0.41	\$0.48	\$0.63	\$0.79
Subtotal E		\$0.98	\$1.17	\$1.27	\$1.47	\$1.95	\$2.44
SG&A		\$1.14	\$1.37	\$1.48	\$1.71	\$2.28	\$2.85
Profit		\$1.05	\$1.26	\$1.36	\$1.57	\$2.10	\$2.62
Subtotal F		\$2.19	\$2.62	\$2.84	\$3.28	\$4.37	\$5.47
TOTAL		\$37.13	\$44.56	\$48.27	\$55.70	\$74.26	\$92.83

Permanent staff	Grade 5						
Component	Job requirements:						
	Rate	M-F Day	M-F Night	Perm Night	Sat	Sun	PH
Base Rate	\$23.13	\$23.13	\$23.13	\$23.13	\$23.13	\$23.13	\$23.13
Overtime		\$1.27	\$1.52	\$1.64	\$1.90	\$2.53	\$3.16
Shift Penalty - Weekday Night	20.00%		\$4.63				
Shift penalty Perm Nights	30.00%			\$6.94			
Shift Penalty - Saturday	50.00%				\$11.57		
Shift Penalty - Sunday	100.00%					\$23.13	
Shift Penalty - Public Holiday	150.00%						\$34.70
Other Allowances		\$2.52	\$3.03	\$3.28	\$3.78	\$5.04	\$6.30
Subtotal A		\$26.92	\$32.30	\$34.99	\$40.38	\$53.83	\$67.29
Annual leave	11.14%	\$2.68	\$3.22	\$3.49	\$4.03	\$5.37	\$6.71
Sick Leave	1.80%	\$0.43	\$0.52	\$0.56	\$0.65	\$0.87	\$1.08
Long Service Leave	1.00%	\$0.24	\$0.29	\$0.31	\$0.36	\$0.48	\$0.60
Subtotal B		\$3.36	\$4.03	\$4.37	\$5.04	\$6.72	\$8.40
Superannuation	9.50%	\$2.61	\$3.13	\$3.39	\$3.91	\$5.21	\$6.52
Subtotal C		\$2.61	\$3.13	\$3.39	\$3.91	\$5.21	\$6.52
Payroll Tax	4.85%	\$1.59	\$1.91	\$2.07	\$2.39	\$3.19	\$3.99
Workers Compensation	2.00%	\$0.66	\$0.79	\$0.85	\$0.99	\$1.32	\$1.64
Subtotal D		\$2.25	\$2.70	\$2.93	\$3.38	\$4.50	\$5.63
TOTAL (LABOUR)		\$35.13	\$42.16	\$45.68	\$52.70	\$70.27	\$87.84
Training		\$0.55	\$0.66	\$0.71	\$0.82	\$1.09	\$1.37
Uniforms		\$0.13	\$0.16	\$0.17	\$0.20	\$0.26	\$0.33
Assets		\$0.32	\$0.38	\$0.41	\$0.48	\$0.63	\$0.79
Subtotal E		\$0.99	\$1.19	\$1.29	\$1.49	\$1.99	\$2.49
SG&A	3.26%	\$1.18	\$1.41	\$1.53	\$1.77	\$2.36	\$2.94
Profit	3.00%	\$1.08	\$1.30	\$1.41	\$1.63	\$2.17	\$2.71
Subtotal F		\$2.26	\$2.71	\$2.94	\$3.39	\$4.52	\$5.65
TOTAL		\$38.39	\$46.07	\$49.91	\$57.59	\$76.78	\$95.98

Permanent staff	Grade 2 officer with marked Patrol Vehicle						
Component	Rate	M-F Day	M-F Night	Perm Night	Sat	Sun	PH
Base Rate	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49
Overtime		\$1.10	\$1.32	\$1.43	\$1.65	\$2.20	\$2.75
Shift Penalty - Weekday Night	20.00%		\$4.30	\$0.00			
Shift penalty Perm Nights	30.00%			\$6.45			
Shift Penalty - Saturday	50.00%				\$10.75		
Shift Penalty - Sunday	100.00%					\$21.49	
Shift Penalty - Public Holiday	150.00%						\$32.24
Other Allowances		\$2.52	\$3.03	\$3.28	\$3.78	\$5.04	\$6.30
Subtotal A		\$25.11	\$30.14	\$32.65	\$37.67	\$50.22	\$62.78
Annual leave	11.14%	\$2.51	\$3.01	\$3.26	\$3.76	\$5.01	\$6.26
Sick Leave	2.50%	\$0.40	\$0.49	\$0.53	\$0.61	\$0.81	\$1.01
Long Service Leave	1.00%	\$0.02	\$0.27	\$0.29	\$0.34	\$0.45	\$0.56
Subtotal B		\$2.93	\$3.77	\$4.08	\$4.71	\$6.27	\$7.83
Superannuation	9.50%	\$2.43	\$2.92	\$3.17	\$3.65	\$4.87	\$6.09
Subtotal C		\$2.43	\$2.92	\$3.17	\$3.65	\$4.87	\$6.09
Payroll Tax	4.85%	\$1.49	\$1.79	\$1.93	\$2.23	\$2.98	\$3.72
Workers Compensation	2.00%	\$0.61	\$0.74	\$0.80	\$0.92	\$1.23	\$1.53
Subtotal D		\$2.10	\$2.53	\$2.73	\$3.15	\$4.21	\$5.25
TOTAL (LABOUR)		\$32.57	\$39.36	\$42.63	\$49.18	\$65.57	\$81.95
Training		\$0.68	\$0.81	\$0.88	\$1.01	\$1.35	\$1.69
Uniforms		\$0.33	\$0.39	\$0.43	\$0.49	\$0.66	\$0.82
Assets		\$4.47	\$4.01	\$4.01	\$2.67	\$2.91	\$2.16
Subtotal E		\$5.48	\$5.21	\$5.32	\$4.17	\$4.92	\$4.67
SG&A		\$1.11	\$1.33	\$1.45	\$1.67	\$2.22	\$2.78
Profit		\$1.06	\$1.28	\$1.38	\$1.60	\$2.13	\$2.66
Subtotal F		\$2.17	\$2.61	\$2.83	\$3.27	\$4.35	\$5.44
TOTAL		\$40.22	\$47.18	\$50.78	\$56.62	\$74.84	\$92.06

Casual Staff	Grade 1						
Component	Job requirements:						
	Rate	M-F Day	M-F Night	Perm Night	Sat	Sun	PH
Base Rate	\$20.91	\$20.91	\$20.91	\$20.91	\$20.91	\$20.91	\$20.91
Casual Loading (%)	23.30%	\$4.87	\$4.87	\$4.87	\$4.87	\$4.87	\$4.87
Shift Penalty - Weekday Night	20.00%		\$4.18	\$0.00			
Shift Penalty perm Night	30.00%			\$6.27			
Shift Penalty - Saturday	50.00%				\$10.46		
Shift Penalty - Sunday	100.00%					\$20.91	
Shift Penalty- PH	150.00%						\$31.37
Other Allowances		\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08
Subtotal A		\$25.86	\$30.04	\$32.14	\$36.32	\$46.77	\$57.23
Long Service leave	1.00%	\$0.26	\$0.30	\$0.32	\$0.36	\$0.47	\$0.57
Superannuation	9.50%	\$2.48	\$2.88	\$3.08	\$3.48	\$4.49	\$5.49
Subtotal C		\$2.74	\$3.18	\$3.40	\$3.85	\$4.96	\$6.06
Payroll Tax	4.85%	\$1.39	\$1.61	\$1.72	\$1.95	\$2.51	\$3.07
Workers Compensation	2.00%	\$0.57	\$0.66	\$0.71	\$0.80	\$1.03	\$1.27
Subtotal D		\$1.96	\$2.28	\$2.43	\$2.75	\$3.54	\$4.34
TOTAL (LABOUR)		\$30.56	\$35.50	\$37.97	\$42.92	\$55.27	\$67.63
Training		\$0.31	\$0.36	\$0.38	\$0.43	\$0.55	\$0.68
Uniforms		\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Assets			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal E		\$0.51	\$0.56	\$0.58	\$0.63	\$0.75	\$0.88
SG&A		\$2.21	\$2.56	\$2.74	\$3.10	\$3.98	\$4.87
Profit		\$0.62	\$0.72	\$0.77	\$0.87	\$1.12	\$1.37
Subtotal F		\$2.83	\$3.28	\$3.51	\$3.97	\$5.10	\$6.24
TOTAL		\$33.90	\$39.34	\$42.07	\$47.51	\$61.13	\$74.74

Casual Staff	Grade 2						
Component	Job requirements:						
	Rate	M-F Day	M-F Night	Perm Night	Sat	Sun	PH
Base Rate	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49	\$21.49
Casual Loading (%)	23.30%	\$5.01	\$5.01	\$5.01	\$5.01	\$5.01	\$5.01
Shift Penalty - Weekday Night	20.00%		\$4.30	\$0.00			
Shift Penalty perm Night	30.00%			\$6.45			
Shift Penalty - Saturday	50.00%				\$10.75		
Shift Penalty - Sunday	100.00%					\$21.49	
Shift Penalti- PH	150.00%						\$32.24
Other Allowances		\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08
Subtotal A		\$26.58	\$30.88	\$33.02	\$37.32	\$48.07	\$58.81
Long Service leave	1.00%	\$0.27	\$0.31	\$0.33	\$0.37	\$0.48	\$0.59
Superannuation	9.50%	\$2.55	\$2.96	\$3.17	\$3.58	\$4.61	\$5.64
Subtotal C		\$2.82	\$3.27	\$3.50	\$3.95	\$5.09	\$6.23
Payroll Tax	4.85%	\$1.43	\$0.16	\$0.17	\$0.19	\$0.25	\$0.30
Workers Compensation	2.00%	\$0.59	\$0.07	\$0.07	\$0.08	\$0.10	\$0.12
Subtotal D		\$2.01	\$0.22	\$0.24	\$0.27	\$0.35	\$0.43
TOTAL (LABOUR)		\$31.41	\$34.37	\$36.76	\$41.55	\$53.51	\$65.47
Training		\$0.31	\$0.34	\$0.37	\$0.42	\$0.54	\$0.65
Uniforms		\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Assets		\$0.00					
Subtotal E		\$0.51	\$0.54	\$0.57	\$0.62	\$0.74	\$0.85
SG&A		\$2.27	\$2.48	\$2.65	\$3.00	\$3.86	\$4.72
Profit		\$0.64	\$0.70	\$0.75	\$0.84	\$1.08	\$1.33
Subtotal F		\$2.91	\$3.18	\$3.40	\$3.84	\$4.94	\$6.04
TOTAL		\$34.83	\$38.09	\$40.73	\$46.00	\$59.19	\$72.37

Casual Staff	Grade 3						
Component	Job requirements:						
	Rate	M-F Day	M-F Night	Perm Night	Sat	Sun	PH
Base Rate	\$21.88	\$21.88	\$21.88	\$21.88	\$21.88	\$21.88	\$21.88
Casual Loading (%)	23.30%	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10
Shift Penalty - Weekday Night	20.00%		\$4.38	\$0.00			
Shift Penalty perm Night	30.00%			\$6.56			
Shift Penalty - Saturday	50.00%				\$10.94		
Shift Penalty - Sunday	100.00%					\$21.88	
Shift Penalty- PH	150.00%						\$32.82
Other Allowances		\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08
Subtotal A		\$27.06	\$31.43	\$33.62	\$38.00	\$48.94	\$59.88
Long Service leave	1.00%	\$0.27	\$0.31	\$0.34	\$0.38	\$0.49	\$0.60
Superannuation	9.50%	\$2.60	\$3.02	\$3.23	\$3.65	\$4.70	\$5.75
Subtotal C		\$2.87	\$3.33	\$3.56	\$4.03	\$5.18	\$6.34
Payroll Tax	4.85%	\$1.45	\$1.69	\$1.80	\$2.04	\$2.62	\$3.21
Workers Compensation	2.00%	\$0.60	\$0.70	\$0.74	\$0.84	\$1.08	\$1.32
Subtotal D		\$2.05	\$2.38	\$2.55	\$2.88	\$3.71	\$4.54
TOTAL (LABOUR)		\$31.97	\$37.15	\$39.73	\$44.90	\$57.83	\$70.76
Training		\$0.32	\$0.37	\$0.40	\$0.45	\$0.58	\$0.71
Uniforms		\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Assets							
Subtotal E		\$0.52	\$0.57	\$0.60	\$0.65	\$0.78	\$0.91
SG&A		\$2.31	\$2.68	\$2.87	\$3.24	\$4.17	\$5.10
Profit		\$0.65	\$0.75	\$0.81	\$0.91	\$1.17	\$1.43
Subtotal F		\$2.96	\$3.44	\$3.67	\$4.15	\$5.34	\$6.53
TOTAL		\$35.45	\$41.15	\$44.00	\$49.70	\$63.95	\$78.19

Casual Staff	Grade 4						
Component	Job requirements:						
	Rate	M-F Day	M-F Night		Sat	Sun	PH
Base Rate	\$22.28	\$22.28	\$22.28	\$22.28	\$22.28	\$22.28	\$22.28
Casual Loading (%)	23.30%	\$5.19	\$5.19	\$5.19	\$5.19	\$5.19	\$5.19
Shift Penalty - Weekday Night	20.00%		\$4.46	\$0.00			
Shift Penalty perm Night	30.00%			\$6.68			
Shift Penalty - Saturday	50.00%				\$11.14		
Shift Penalty - Sunday	100.00%					\$22.28	
Shift Penalti- PH	150.00%						\$33.42
Other Allowances		\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08
Subtotal A		\$27.55	\$32.01	\$34.24	\$38.69	\$49.83	\$60.97
Long Service leave	1.00%	\$0.28	\$0.32	\$0.34	\$0.39	\$0.50	\$0.61
Superannuation	9.50%	\$2.64	\$3.07	\$3.28	\$3.71	\$4.78	\$5.85
Subtotal C		\$2.92	\$3.39	\$3.63	\$4.10	\$5.28	\$6.46
Payroll Tax	4.85%	\$1.48	\$1.72	\$1.84	\$2.08	\$2.67	\$3.27
Workers Compensation	2.00%	\$0.61	\$0.71	\$0.76	\$0.86	\$1.10	\$1.35
Subtotal D		\$2.09	\$2.42	\$2.59	\$2.93	\$3.78	\$4.62
TOTAL (LABOUR)		\$32.56	\$37.82	\$40.46	\$45.72	\$58.89	\$72.05
Training		\$0.33	\$0.38	\$0.40	\$0.46	\$0.59	\$0.72
Uniforms		\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Assets							
Subtotal E		\$0.53	\$0.58		\$0.66	\$0.79	\$0.92
SG&A		\$2.35	\$2.73	\$2.88	\$3.30	\$4.24	\$5.19
Profit		\$0.66	\$0.77	\$0.81	\$0.93	\$1.19	\$1.46
Subtotal F		\$3.01	\$3.50	\$3.69	\$4.23	\$5.44	\$6.65
TOTAL		\$36.10	\$41.90	\$44.14	\$50.60	\$65.11	\$79.62

Casual Staff	Grade 5						
	Job requirements:						
Component	Rate	M-F Day	M-F Night	Perm Night	Sat	Sun	PH
Base Rate	\$23.13	\$23.13	\$23.13	\$23.13	\$23.13	\$23.13	\$23.13
Casual Loading (%)	23.30%	\$5.39	\$5.39	\$5.39	\$5.39	\$5.39	\$5.39
Shift Penalty - Weekday Night	20.00%		\$4.63	\$0.00			
Shift Penalty perm Night	30.00%			\$6.94			
Shift Penalty - Saturday	50.00%				\$11.57		
Shift Penalty - Sunday	100.00%					\$23.13	
Shift Penalty- PH	150.00%						\$34.70
Other Allowances		\$0.08	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08
Subtotal A		\$28.60	\$33.23	\$35.54	\$40.16	\$51.73	\$63.29
Long Service leave	1.00%	\$0.29	\$0.33	\$0.36	\$0.40	\$0.52	\$0.63
Superannuation	9.50%	\$2.74	\$3.19	\$3.41	\$3.85	\$4.96	\$6.07
Subtotal C		\$3.03	\$3.52	\$3.77	\$4.26	\$5.48	\$6.71
Payroll Tax	4.85%	\$1.53	\$1.78	\$1.91	\$2.15	\$2.77	\$3.40
Workers Compensation	2.00%	\$0.63	\$0.73	\$0.79	\$0.89	\$1.14	\$1.40
Subtotal D		\$2.17	\$2.52	\$2.69	\$3.04	\$3.92	\$4.80
TOTAL (LABOUR)		\$33.80	\$39.26	\$42.00	\$47.46	\$61.13	\$74.80
Training		\$0.34	\$0.39	\$0.42	\$0.47	\$0.61	\$0.75
Uniforms		\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Assets							
Subtotal E		\$0.54	\$0.59	\$0.62	\$0.67	\$0.81	\$0.95
SG&A		\$2.44	\$2.83	\$3.03	\$3.42	\$4.40	\$5.39
Profit		\$0.69	\$0.80	\$0.85	\$0.96	\$1.24	\$1.51
Subtotal F		\$3.13	\$3.63	\$3.88	\$4.39	\$5.64	\$6.90
TOTAL		\$37.46	\$43.49	\$46.50	\$52.52	\$67.58	\$82.64

Casual Staff	Other (please state classification)						
Component	Rate	M-F Day		M-F Night	Sat	Sun	PH
Base Rate							
Casual Loading (%)							
Shift Penalty - Weekday Night							
Shift Penalty perm Night							
Shift Penalty - Saturday							
Shift Penalty - Sunday							
Shift Penalti- PH							
Other Allowances							
Subtotal A		\$ -		\$ -	\$ -	\$ -	\$ -
Long Service leave		\$ -		\$ -	\$ -	\$ -	\$ -
Superannuation		\$ -		\$ -	\$ -	\$ -	\$ -
Subtotal C		\$ -		\$ -	\$ -	\$ -	\$ -
Payroll Tax		\$ -		\$ -	\$ -	\$ -	\$ -
Workers Compensation		\$ -		\$ -	\$ -	\$ -	\$ -
Subtotal D		\$ -		\$ -	\$ -	\$ -	\$ -
TOTAL (LABOUR)		\$ -		\$ -	\$ -	\$ -	\$ -
Training							
Uniforms							
Assets							
Subtotal E		\$ -		\$ -	\$ -	\$ -	\$ -
SG&A							
Profit							
Subtotal F		\$ -		\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -		\$ -	\$ -	\$ -	\$ -

Schedule 3 Purchasers

Part 1

Budget sector agencies

- Department of Economic Development, Jobs, Transport and Resources
- Department of Education and Training
- Department of Environment, Land Water and Planning
- Department of Health and Human Services
- Department of Justice and Regulation
- Department of Premier and Cabinet
- Department of Treasury and Finance
- Essential Services Commission
- Game Management Authority
- Independent Broad-based Anti-corruption Commission
- Infrastructure Victoria
- Office of Public Prosecutions
- Office of the Chief Commissioner of Police
- Office of the Commission for Children and Young People
- Office of the Commissioner for Environmental Sustainability
- Office of the Commissioner for Privacy and Data
- Office of the Legal Services Commissioner
- Office of the Victorian Information Commissioner
- Public Transport Victoria
- Taxi Services Commission
- VicRoads
- Victorian Auditor-General's Office
- Victorian Commission for Gambling and Liquor Regulation
- Victorian Electoral Commission
- Victorian Equal Opportunity and Human Rights Commission
- Victorian Fisheries Authority
- Victorian Inspectorate
- Victorian Ombudsman
- Victorian Public Sector Commission

Part 2

Non mandated users (list not exhaustive)

- Emergency Management Victoria
- National Gallery of Victoria
- Public Records Office of Victoria

- Victorian Curriculum and Assessment
- Victorian Electoral Commission

Schedule 4 Key Performance Indicators

Item 1 Lead Department KPIs

Table 3 lists the Strategic KPIs that are intended to be reviewed on a Yearly basis during the Strategic Review Meeting described in Item 4 of Schedule 1.

Table 3: Strategic KPIs

No/	Key service element	Key Performance Indicator	Target	Source data
1	Voice of Supplier (VOS)	Receive an average score across Service Providers' responses of a minimum 80%.	100% compliance	VOS Surveys of Service Providers
2	Voice of Customer (VOC)	Receive an average score across DTF and Purchasers' Surveys on Service Provider's service of minimum 80%.	100% compliance	VOC Surveys of DTF and Purchaser Staff

Table 4 lists the KPIs that are intended to be reviewed on a Quarterly basis during the Category Management Meeting described in Item 4 of Schedule 1.

Table 4: Category Management KPIs

No/	Key service element	Key Performance Indicator	Target	Source data
1	Invoicing Accuracy	Accurate invoices are submitted that reflect minimum agreed rates, provision of an accurate order number, purchaser name and accompanying roster.	>95% accuracy after 3 months	No. of blocked Invoices per month. Random audit of submitted invoices for rosters.
2	Staff Retention / Turnover	Less than 10% staff turnover per site. Staff turnover figures in percentage of the total staff at the site, including commentary for any turnover.	95% compliance	Number of new security officer registrations per Purchaser.
3	Introduction of process initiatives	Continuously review Processes and provide the Category Manager with a minimum two (2) Improvement suggestions per quarter, that are commercially quantified, with an implementation plan.	100% compliance	No. of continuous improvement suggestions meeting KPI.
4	Reporting	The Service Provider will provide Reports as per requirements in Item 4 of Schedule 1.	100% compliance	Reports submitted to Category Manager and Purchasers
5	Staff Training	Each security officer receives a minimum 20 hours of professional training per year.	95% compliance	Service Provider's staff training logs

Listed in Table 5 are a number of Operational KPIs that will form the basis of discussions and tracking performance for work completed by the Service Provider with individual Purchasers and discussed at the Operational Meeting described in Item 4 of Schedule 1. The Purchasers and the Service Provider can agree to further KPIs being included in the Contract, specific to the work being conducted under the Purchase Order. The basis of these KPIs are focused on the quality of the service provided by the Service Provider.

Table 5: Operational KPIs

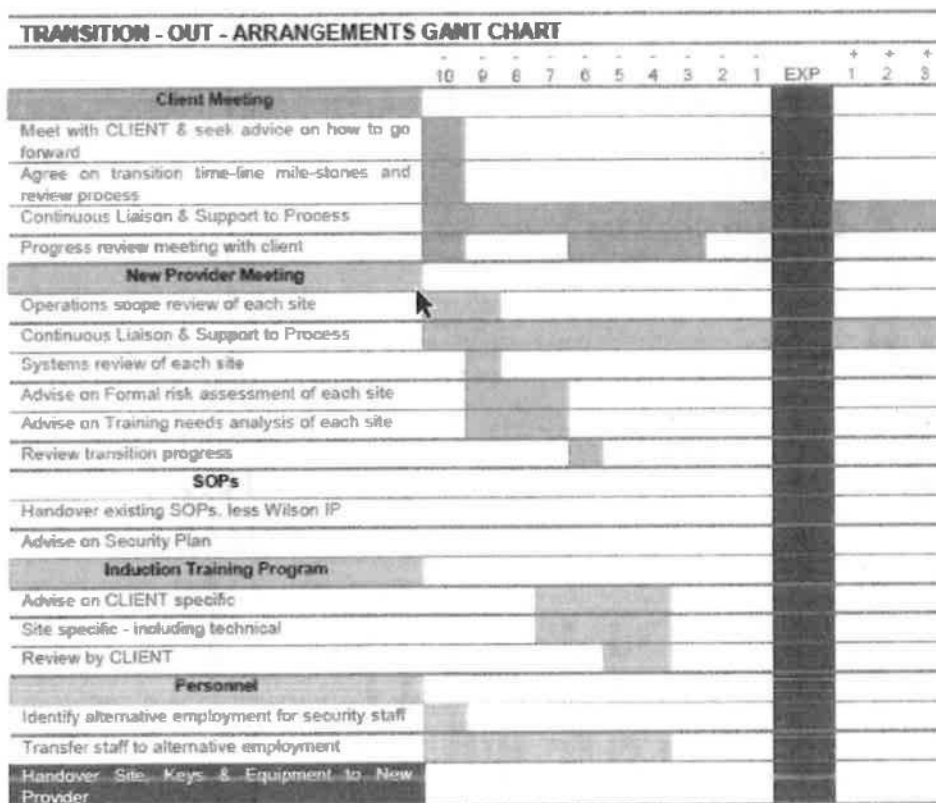
No.	Key service element	Key Performance Indicator	Target	Source data
1	Use of registered officers	Only registered security officers with the Purchaser responsible for the Purchase Order are used on their Site(s).	100% compliance	Security Provider's Monthly Roster (Officer Names) per site compared to Register Log
2	Security officers fit for duty	Only Security Officers fit for duty according to Security Officer requirements in Annexure B and Purchaser requirements are utilised for the tasks to be undertaken.	100% compliance	Random Audit by DTF &/ Purchaser
3	Incident response	Incidents actioned and reported in accordance with site requirements, Technical Specification and agreed SOPs and within the agreed period under the individual Purchaser's Technical Specification.	100% compliance	Service Provider's Incident and Complaint (Feedback) log.
4	Complaints handling	Complaints actioned and resolved in accordance with site requirements and within the agreed period under the individual Purchaser's Technical Specification. In any absence of specific timing details in a Purchaser's Technical Specification, a period of 1 day will be assumed.	100% compliance	Service Provider's incident and complaint (feedback) log.
5	Provision of Agreed Services	Services provided by Service Provider are in accordance with the site requirements as set out in the Technical Specification and through the agreed SOPs. No more than three (3) valid compliance issues in any given month.	100% compliance	Service Provider complaint (feedback) log.

Schedule 5 No Less Favourable Mechanism

1. In respect of each POC entered into by it under this Agreement, 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.
2. For the purpose of this clause, the following terms are defined as set out below:
 - (a) **Benchmark Rate of Pay** means: (A) for ordinary time hours- the minimum ordinary time rate of pay paid to each classification of employees 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 employees 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 employees engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services.
 - (b) **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 employees in respect of the performance of the Site Security Services immediately prior to the Service Provider commencing to provide the Site Security Services.
 - (c) **Previous Service Provider** means the person 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.
 - (d) **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.
3. 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.
4. 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 Lead Department or any Purchaser to which it provides Security Services under a POC, provide the Lead Department or Purchaser with the Remuneration Information.
5. Without limiting any of its other obligations under this Agreement or any POC, the Service Provider must (and must ensure that its employees, agents, contractors and advisers):
 - (a) use and reproduce any Remuneration Information that is provided to it under this clause only for the purpose of performing its obligations under this Agreement (including under this clause); and

- (b) 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 Agreement; and (B) are legally obliged to keep the information confidential on terms no less onerous than those imposed on the Service Provider under this Agreement.
- 6. Despite clause 21 of this Agreement and any other obligations that may be imposed on the Lead Department or any Purchaser under the law (including any Legislative Requirements, the common law or equity), the Lead Department and any Purchaser are entitled to disclose any Remuneration Information (whether provided by the Service Provider under this clause or otherwise) as required to give effect to the arrangements contemplated by this clause (and equivalent clauses in the Lead Department's contracts with other service providers on the Panel), 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.
- 7. Without limiting its obligations under this Agreement, any 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:
 - (a) the Lead Department and any Purchaser can use Remuneration Information provided to them under this Agreement or any POC; and
 - (b) 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 its contract with the Lead Department and any POC formed under that contract, 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.

Schedule 7 Disengagement



Schedule 8 Benchmarking

1. Right to conduct benchmark

- (a) Subject to paragraph (b), the Lead Department may initiate a benchmark once in each 12 month period during the Term by giving a notice to the Service Provider specifying:
 - (i) a benchmarker (Appointed Benchmark) from one of the following organisations:
 - (A) to be advised
 - (ii) the scope of the benchmark (Benchmarked Items), which may be:
 - (A) the Rates and Fees payable in relation to all of the Service Categories; and/or
 - (B) the Rates and Fees for particular Security Services.
- (b) The Lead Department may not initiate a benchmark under this Schedule 8 at any time before the first anniversary of the Commencement Date.
- (c) Each benchmark will be performed in accordance with the process set out in this Schedule 8.

2. Appointment of benchmarker

- (a) For each benchmark:
 - (i) the Appointed Benchmark will enter into a services agreement (Benchmarking Agreement) with the Lead Department;
 - (ii) the Service Provider must execute the Benchmark Agreement promptly after the Service Provider receives a copy of the Benchmarking Agreement; and
 - (iii) the Appointed Benchmark will be briefed jointly by the parties.
- (b) The Appointed Benchmark will act as an expert and not as an arbitrator.
- (c) The Lead Department will bear the costs of engaging an Appointed Benchmark under this Schedule 8.

3. Normalisation Factors

- (a) For each benchmark, the Appointed Benchmark will choose the comparison factors that will be taken into account, and which may result in adjustments to data, to ensure that there is a fair comparison of transactions and data (Normalisation Factors).
- (b) As part of that process, the Appointed Benchmark will consider whether the following factors should be Normalisation Factors:
 - (i) the nature of services and deliverables being supplied;
 - (ii) the size and complexity of the benchmark organisations' operations compared with the Purchaser's operations;
 - (iii) service level commitments;
 - (iv) risk allocation;

- (v) contract length;
 - (vi) whether any Service Provider transition and transformation charges are paid by the Purchaser as incurred or are amortised over a period of time;
 - (vii) the relative FTE productivity against industry ratios;
 - (viii) charging structure (including the extent to which Service Provider pricing includes the cost of acquiring future assets); and
 - (ix) payment terms.
- (c) The final determination of the Normalisation Factors will be made by the Appointed Benchmarker in its capacity as expert.



Selection of comparison data

- (a) For each benchmark, the Appointed Benchmarker will choose the transactions and other data that will be used for the benchmark (Comparison Data) from all benchmark organisations in the Appointed Benchmarker's database that are sufficiently comparable, which must be a minimum of 6 transactions.
- (b) The final determination of the Comparison Data will be made by the Appointed Benchmarker in its capacity as expert.

5. Adjustments for Normalisation Factors

- (a) Once the Normalisation Factors and the Comparison Data have been determined, the Appointed Benchmarker will adjust the Comparison Data as necessary to take into account the Normalisation Factors.
- (b) The final determination of the adjustments to Comparison Data will be made by the Appointed Benchmarker in its capacity as expert.

6. Determination of benchmark

- (a) For each benchmark, the Appointed Benchmarker will:
 - (i) determine the median of the charges payable in the Comparison Data as adjusted in accordance with the relevant section (Target Charges); and
 - (ii) compare the then-existing Rates and Fees (as applicable) with the Target Charges.

7. Reports and review

- (a) After determining the Target Charges, the Appointed Benchmarker will provide simultaneously to both the Lead Department and the Service Provider an initial report (Initial Report).
- (b) In the Initial Report, the Appointed Benchmarker must:
 - (i) identify the Target Charges and the methodology employed to calculate them;
 - (ii) identify its primary conclusions, including whether the then-existing Rates and Fees for any of the Benchmarked Items exceed the Target Charges; and
 - (iii) state what adjustments to the Rates and Fees (if any) are required (having regard to the Target Charges).

- (c) Within 15 Business Days after receiving the Initial Report, each party may provide comments to the Appointed Benchmarker and to the other party identifying any errors or omissions in the Initial Report.
- (d) After reviewing any comments provided on the Initial Report, the Appointed Benchmarker will, within 20 Business Days after the expiry of the period referred to in paragraph (c), produce and provide simultaneously to the Lead Department and the Service Provider a final report taking into account any comments provided (**Final Report**).
- (e) Other than in the case of fraud, the Final Report will be final and binding on the parties.

8. Assistance

The Service Provider must give the Appointed Benchmarker:

- (a) access to any Personnel, information (excluding information relating to the Service Provider's costs and margins), documents and Materials; and
- (b) any other assistance,

reasonably required by the Appointed Benchmarker and relevant to the conduct of the benchmark.

9. Consequences of benchmark finding

- (a) If the Final Report determines that any of the Rates and Fees require adjustment, then the Service Provider must effect that adjustment in accordance with the Final Report, provided that the adjustment:
 - (i) will only occur prospectively (not retrospectively); and
 - (ii) will take effect from the later of 30 days after or the end of the next Billing Period after of the Final Report, or such later date as the Lead Department determines and advises by written notice (Adjustment Date).
- (b) To avoid any doubt, the parties agree that there will be no upward adjustment of the Rates and Fees as a result of the benchmarking or the determinations or recommendations of an Appointed Benchmarker.

Schedule 9 Compliance with law and government policies

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):

1. 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.

2. 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.

3. 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.

4. 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.

5. Local Jobs First – Victorian Industry Participation Policy

5.1 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.

5.2 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.

6. 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.

Schedule 10 VIPP Compliance Matrix

Not applicable.

Schedule 11 VGPB Supply Policies

Refer to the VGPB website <http://www.procurement.vic.gov.au/Buyers/Policies-Guides-and-Tools>

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>

Executed as an Agreement

Signed by

a duly authorised officer of **The Department of Treasury and Finance** for and on behalf of the **STATE OF VICTORIA** in the presence of:

Signature of Witness

Name of Witness (print)

Date

Executed by **Wilson Security Pty Ltd ACN 127 406 295** acting by the following person or, if the seal is affixed, witnessed by the following person in accordance with s127 of the *Corporations Act 2001* (Cth):



Signature of ~~Sole~~ Director and Company Secretary

Signature of Witness

Name of ~~Sole~~ Director ~~and~~ Company Secretary (print)

Name of Witness (print)

Date

Annexure A Purchase Order Contract

Purchase Order Contract for the Provision of Security Services

[Insert Purchaser]

[insert Service Provider]

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This Agreement is made on

Parties

[insert Purchaser details] [ABN...] of [insert address] (**Purchaser**)

And

Insert Service Provider's name] [ACN/ABN...] of [Insert address] (**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 dated [insert date].

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 Item 1 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 (a); 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:

- (2) owned by or licensed to that party as at the Commencement Date; and/or
- (3) 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) the terms and conditions of this POC;
 - (ii) the terms of the Security Services Proposal provided in response to the Request for Security Services; and
 - (iii) the terms of the Request for Security Services submitted by the Purchaser;
 - (iv) Technical Specifications;
 - (v) General Specifications;
 - (vi) Schedule 2 (Rates and Fees);
 - (vii) 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.

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 17.119 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 9.1(1) 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 9.1(2), 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 9.2(1), 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 9.2(1) 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 9.2(1).

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 23.
- (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 12, including entering into further agreements to assign the rights referred to in clause 12.2, 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 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 13, 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 13.1(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 13.2(2), 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 13.2(1) 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 13.4(1) 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 16(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 7.6(10).

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 23.2 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 21, 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 23.

25.6 Interlocutory relief

Nothing in this clause 23 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 23.

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.

Schedule 1 Purchase Order Contract Details

Item 1Term

Commencement Date: [Insert]

Expiry Date: [Insert]

Extension Period: [Insert]

Item 2POC Contract Manager and POC Relationship Manager

POC Contract Manager

Name: [Insert]

Title: [Insert]

Telephone: [Insert]

Mobile: [Insert]

Email: [Insert]

POC Relationship Manager

Name: [Insert]

Title: [Insert]

Telephone: [Insert]

Mobile: [Insert]

Email: [Insert]

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

Name: [Insert]

Title: [Insert]

Telephone: [Insert]

Mobile: [Insert]

Email: [Insert]

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 [monthly/fortnightly/weekly] to the Purchaser.

[Invoice frequency to be inserted]

Invoice requirements

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

[Invoice requirements to be inserted]

- 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

[Insert appropriate method of payment (eg, cheque, transfer of funds, etc.)]

Item 5 Bank Guarantee

[Tick the box below (and insert the required amount) if the Service Provider is required to provide the Purchaser with a Bank guarantee]

- ☐ The Service Provider must provide to the Purchaser a Bank Guarantee for [insert].

Item 6 Notice particulars

Purchaser

Address:	[Insert]
Fax:	[Insert]
Email:	[Insert]
Addressee	[Insert]

Service Provider

Address: [Insert]
Fax: [Insert]
Email: [Insert]
Addressee [Insert]

Item 7 Contract Management and Performance

Insert details of the time and manner in which contract management and performance issues are to be discussed including a review of the KPIs.

[insert]

Item 8 Documentation

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

Item 9 Access to the Purchaser's Sites

[Insert details of any Directions relevant to the Service Provider's Access. Directions relevant to the Service Provider's Access may include, but not be limited, to the following:

1. accessing the Sites 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 Sites, 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

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

Schedule 2 Rates and Fees

Schedule 3 Specifications

Part 1 – Technical Specifications

Part 2 – General Specifications

Schedule 4 VIPP Compliance Matrix

Not applicable

Schedule 5 Service Level Requirements

Part 1 – Service Level Requirements

Part 2 – Reporting

Schedule 6 Purchaser KPIs

Part 1 – Purchaser KPIs

Part 2 – Reporting

Schedule 7 Service Rebates

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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) Despite clause 21 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.
- (o) 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.

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):

7. 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.

8. 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.

9. 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.

10. 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.

11. Local Jobs First – Victorian Industry Participation Policy

11.1 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.

11.2 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.

12. 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.

Schedule 10 Transition

Schedule 11 Bank Guarantee

Bank Guarantee

Date:

By: [insert Issuing Bank]

To: [insert Purchaser]

1. At the request of **(Customer)** and in consideration of, among other things, **[insert Purchaser] (Beneficiary)** accepting this undertaking in connection with the provision of Security Services, **[insert Issuing Bank] (Issuing Bank)** unconditionally undertakes to pay to the Beneficiary on demand any sum which the Beneficiary demands from time to time up to a maximum aggregate amount of **[insert amount] (Sum)**.
2. The Issuing Bank unconditionally agrees to pay the Sum to the Beneficiary promptly:
 - (a) on written demand from the Beneficiary presented at **[insert place where a claim must be made by the Beneficiary]** accompanied by this undertaking; and
 - (b) without reference by the Issuing Bank to the Customer and despite any notice given by the Customer to the Issuing Bank not to pay.
3. This undertaking will continue until the earliest to occur of:
 - (a) a notification being received from the Beneficiary that the Sum is no longer required by the Beneficiary;
 - (b) this undertaking being returned to the Issuing Bank; or
 - (c) payment to the Beneficiary by the Issuing Bank of the whole of the Sum or such part as the Beneficiary requires.
4. The liability of the Issuing Bank to make a payment to the Beneficiary under this undertaking will not exceed the Sum.
5. The Issuing Bank may terminate this undertaking at any time by paying to the Beneficiary the Sum less any amount or amounts it may previously have paid under this undertaking or such lesser sum as the Beneficiary requires. The Issuing Bank will then immediately cease to be liable under this undertaking.
6. This undertaking is assignable only with the Issuing Bank's consent.
7. All rights and obligations arising under this undertaking are governed by and are to be construed in accordance with the laws applicable in Victoria.

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>

Schedule 13 Disengagement

Annexure A – Service levels- any additional requirements to the SPC

Appendix A – The departments and relevant sites only for this POC.

Executed as an agreement.

Signed by **[name]** a duly authorised
officer of the **[insert Purchaser]** for and
on behalf of the **STATE OF VICTORIA**
in the presence of:

)
)
)
)

.....
Witness

.....
Name of Witness (print)

**Executed by [insert Service
Provider's legal name and ABN]** in
accordance with section 127
of the Corporations Act:

)
)
)
)

.....
Company Secretary/Director

.....
Name of Company Secretary/Director (print)

.....
Director

.....
Name of Director (print)

Annexure B **General specification for the Supply of Security Services**

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1. Service overview

Security services are required to protect the State's staff, assets, information and customers, providing a physical presence and deterrent to some of the threats which may impact on Victorian Government's ability to service the State.

Given the broad application of the SPC for Security Services, this General Specification has been designed to consolidate global requirements applicable to all Purchasers, whilst allowing specific requirements for individual Purchasers to be provided separately (in the Technical Specifications).

The General Specification and a Purchasers' Technical Specifications must be read in conjunction for a description of the Purchasers' complete requirements. The Purchase Order Contract will incorporate the General Specification, the relevant Technical Specification and the Agreement.

1.1 Fundamental Principles

The following are the principles that this arrangement will be guided in the performance of Service Provider's services to:

- work ethically and to the highest possible standards;
- act honestly, honourably and with the highest integrity; and
- act collaboratively to achieve the strategic intent of this arrangement.

1.2 Exclusion – Specialist Security Services Provided by Victoria Police

Victoria Police through Protective Services Officers (PSOs) provide 'Patrol and Response' services with some static security duties at:

- Parliament House;
- Treasury Reserve;
- Melbourne Supreme Court, County, Magistrates, and Children's Courts;
- Victorian Civil and Administrative Tribunal (VCAT);
- various suburban Magistrates Courts;
- Shrine of Remembrance;
- Southern Cross Complex, 121 Exhibition St;
- other Magistrates and Coroners Courts and various Tribunals as needed;
- other Government locations as requested on an as needs basis; and
- Police members may be used from time to time to supplement PSOs.

Police and PSOs also provide security from time to time at other Government Sites inclusive of personal security for Internationally Protected Persons and Government VIPs as required which may impact and override standing security provisions at those Government locations.

Police and PSOs have legislative authority (including the *Emergency Management Act 2004* provisions) to take control of some situations as the Control Agency (as defined in the Act). The Service Provider may be requested to provide assistance as designated by the police and/or PSO.

Provision of "Secure Courts" and/or special protection of witnesses may also be undertaken from time to time at the various court complexes by Victoria Police or Protective Services Officers which may impact and override standing security provisions at those locations.

The Service Provider shall co-operate with Victoria Police and other services within all Government sites.

2. Scope

The individual Technical Specifications describe the full range of requirements for each Purchaser, which may include all or a combination of the Security Services and any additional services where required by the Purchaser.

The core operational requirements are:

2.1 Core Operational Services

2.1.1 Static Guarding

Static guarding is the employment of a Security Officer at a specified post for a specified period, with duties that may include (but are not limited to) the following:

- monitoring and controlling entry of personnel and/or vehicles to a site;
- concierge/reception duties;
- producing and issuing passes to authorised personnel;
- searching personnel and their belongings (and operating equipment to conduct such searches);
- gate guarding;
- inspecting vehicles;
- giving directions to people;
- answering telephones;
- recording times of entry and departure of visitors;
- responding to routine and emergency incidents;
- control room operations (including monitoring communication systems, close circuit television (CCTV), fire panels/systems, alarm systems and attending incidents); and
- duties as fire warden/chief fire warden.

2.1.2 Patrolling Sites

A mobile Security Officer is required to patrol Sites either on foot or by vehicle to confirm site integrity, provide a physical presence to deter crime and monitor Sites for safety and security, such as watching for irregularities including fire hazards, malfunctioning equipment, lights left on, leaking water pipes, etc.

Patrols may include evening lock-up and morning open-up assignments, inspections of doors, windows and gates for security and signs of unauthorised entry, inspection of areas for damage, theft or vandalism.

2.1.3 Mail and Parcel Scanning

Mail and Parcel Scanning involves both visual inspection and technology screening methods to examine mail and parcels prior to delivery. Only Security Officers specifically trained to perform this activity, including the safe and effective use of any specialist equipment, can be used.

2.1.4 Control Room Operations

A Control Room is a facility where security operations are managed, it is the central communications point and may be used as a monitoring centre for alarms and CCTV systems and programming electronic access control systems. In the event of an emergency, the Control Room may also be utilised as an Emergency Co-ordination Centre where appropriate.

The Service Provider shall ensure that the Control Room is in operation 24 hours per day where required and appropriately staffed by the Service Provider at all times. The Control Room may be responsible for the following:

- monitoring surveillance equipment, CCTV, fire panel/systems, alarm systems, communication systems and ensuring all equipment is operating correctly;
- maintaining contact with mobile and foot patrols at all times;
- controlling vehicular access into the site;
- directing patrols to incidents that have been noted on the surveillance equipment or reported to the control room;
- contacting appropriate persons in an emergency, acting as a contact base and assisting or directing emergency services personnel as required. If an incident occurs the Security Officer must notify the police, PSOs if on-site and the relevant emergency services in a timely manner;
- maintaining and completing the Log Book – including records of all incidents, visits by statutory authorities to the Sites and signatures of all Security Officers on shift. The Service Provider will provide and maintain a log book of all reported incidents which will be on site and which will remain the property of the Purchaser;
- managing keys;
- liaising with statutory authorities, staff of the Purchaser and the public;
- completing maintenance reports from information given by patrols;
- change-over of shifts and the referral of any relevant information to the oncoming shift; and
- monitoring responding and resolving all access and fire alarms in accordance with the Standard Operating Procedures.

2.1.5 Alarm Response

The Service Provider must ensure that Security Officers promptly respond to any alarm activation notified to them, as per standard site operating procedures.

Subject to the response requirements communicated through documented procedures and instructions, the Security Officer shall proceed immediately to the site of the alarm via the most direct and safest route available.

The Security Officer shall, on arrival at the site of the alarm, contact the Control Room for the relevant Sites to advise the time of arrival and to receive an update on alarm activity.

In approaching the site of the alarm and/or buildings, the Security Officer shall follow the procedures included in the Purchaser's Security Manual for the classification of alarm advised by the Control Room.

The Security Officer shall at all times keep the Control Room informed of what is occurring at the site of the alarm attended.

Security Officers shall ensure that the area is completely secure or in the control of an authorised person before leaving the site of an alarm.

The Security Officer shall prior to leaving the site of an alarm contact the Control Room where applicable to complete an Operational Incident Report.

2.2 Adhoc requirements

2.2.1 Corporate events

Corporate events are ad-hoc special events held at a Government site that may require the employment of either static or mobile Security Officers as a risk management measure to enhance the safety of the event. Functions and events may occur at any time, can be infrequent and be on weekends or public holidays. Attendance may be required at short notice (i.e. within 24 hours).

Corporate events can present a number of unique circumstances that could increase security risks to personnel and property (e.g. large crowds, complex activities, first or one-time events, hazardous activities, foreign attendance, politically sensitive, issue motivated, etc.).

2.2.2 Remote locations

Ad-hoc security services required at remote sites located at anywhere up to the borders of Victoria with South Australia and New South Wales. Mobile security officers are required to travel to remote sites to provide physical presence for crowd control, patrolling perimeters, monitoring sites for safety and security, etc. This ad-hoc deployment to remote locations is highly likely to face surging or prolonged events. Only Security Officers specifically trained to perform this activity and in the safe and effective use of any specialist equipment can be used.

2.2.3 Crowd control events

A planned, short-term activity undertaken in a building, structure, or series of buildings or structures and/or covering an area of defined open land. This includes trades show, general shows or fairs, concerts, sporting events and general public gatherings.

2.2.4 Additional and Surge Capacity

The provision of security services which is unplanned and/or of an urgent requirement for resources on an adhoc basis. In such situations, the Service Provider must commit to investigating all avenues to extend the current shifts of Security Officers already on site to cope with additional requirements when sought by the Purchaser (without compromising industrial relations commitments of the Service Provider). Where this is not possible the Service Provider shall provide additional Security Officers at the agreed rates in the relevant Purchase Order Contract.

The Service Provider is required to support the Purchaser requirement for a surge capacity to manage the event of an increased threat level at short notice (i.e. National Counter Terrorism Level). In this case additional Security Officers may be required to supplement the normal level of Security Officers required for the provision of Security Services and the Service Provider will make the additional Security Officers available to the Purchaser as and when required, on a casual basis, at the same Rates in the relevant Purchase Order Contract for normal levels of Security Officers. Security Services required urgently must be provided within one (1) hour of notification by the Purchaser.

2.3 Varied requirements

Specified requirements and shift arrangements may vary during the course of a Purchase Order Contract. This includes the possible increase or reduction of staff and hours required on a particular site or shift, and the need to relocate current sites or add new sites during the Term of the Purchase Order Contract. Rates in the relevant Purchase Order Contract will be applied for additions to and deletions from the statement of work.

The Service Provider shall not vary the Security Services unless directed by the Purchaser or the designated Category Manager in writing. Any variation will take effect 14 days after notice is given in writing to the Service Provider.

3. Key requirements

3.1 Security Officer requirements

3.1.1 Competence

The Service Provider must ensure that all Security Officers, where the role requires, are proficient in the following areas:

- Physical security
 - e.g. locks, alarms, access-control system, screening packages and parcels;
- CCTV and surveillance of access and exit points;
- personal security
 - e.g. dealing with public enquiries, customer/client complaints and threatening behaviour and occupational health and safety issues);
- Administrative security
 - e.g. the identification of information/assets to be protected, the assessment of threats, risks and vulnerabilities, a security classification system, secure handling procedures and the referral of issues to management);
- An understanding of the compliance requirements for the Victorian Public Service Code of Conduct, State security guidelines, government confidentiality requirements and the *Information Privacy Act 2000*.

- Technical security
 - including the use of mail scanning/x-ray equipment, hand-held personnel scanners, walk-through metal detectors, x-ray parcel and baggage machines, recording systems, security alarm systems, duress alarm systems, access control systems, intercom systems radios, communications including telephones, monitoring and securing computer alarm systems, assistance with emergency evacuations); and
- Report writing & security administration duties.

3.1.2 Personal qualities

The Service Provider must ensure that all Security Officers and administrative staff at Purchaser's premises have the following personal qualities:

- Physical fitness and mental aptitude;
- Good English language ability, in respect of reading, writing and verbal communication;
- An ability to establish and maintain relationships with people at all levels, promote harmony and consensus through diplomatic handling of disagreements;
- Resilience to remain calm and in control under pressure;
- Integrity to operate in a manner that is consistent with the public service code of conduct;
- Self-discipline to maintain a consistent and sensible pattern of behaviour under pressure; and
- Empathy to pay attention to words, expressions and body language.

3.2 Registration and Removal of Security Officers

3.2.1 Registration of Security Officers

The Purchaser will maintain a record of Security Officers registered by the Purchaser as acceptable for use by the Service Provider. The Service Provider shall not use unregistered persons to provide Security Services without the prior written permission of the Purchaser.

In order to apply for registration the Service Provider shall, in a format required by the Purchaser, provide the name of the proposed Security Officer and a statement warranting that the proposed Security Officer is suitable to perform the Security Services in a professional manner, and confirm that they hold the following information and make it available upon request to the Purchaser:

- Name, residential address and contact telephone numbers (home and mobile of the proposed Security Officer);
- Certified copy of the proposed Security Officer's licence under the *Private Security Act 2004* (certified by a Justice of the Peace or police officer);
- Certified copy of the proposed Security Officer's driver's licence or passport (certified by Justice of Peace or police officer);
- Two colour passport size photograph of the proposed Security Officer;
- Certified copy of the proposed Security Officer's police records check (certified by Justice of Peace or police officer);
- Certified copy of current First Aid Certificate (certified by Justice of Peace or police officer), that includes ability to conduct CPR and Automated External Defibrillation;
- Certification of orientation training; and
- Any other relevant training certificates with expiry dates.

The Purchaser may at its absolute discretion interview any proposed Security Officer and undertake an approval and/or screening process at any time.

The Purchaser is not obliged to register any proposed Security Officer. If the Purchaser is dissatisfied with any aspect of the screening process, the Purchaser reserves the right to deem that officer as unsuitable for registration and to require that the Service Provider not use that Security Officer in respect of the provision of the Security Services at that site or any other site under the relevant Purchase Order Contract.

In making an application for registration the Service Provider and proposed Security Officer unconditionally authorises the Purchaser and/or its agents to make any and all enquiries they deem necessary, to the extent permitted by law, to satisfy the Purchaser as to the identity, qualifications, background and suitability of the Service Provider and proposed Security Officer, and in so doing indemnifies the Purchaser and its agents against any action, claim or liability arising from acceptance or rejection of any applications. The Purchaser shall not need to provide any reason for refusing to register a proposed Security Officer.

Registration by the Purchaser shall not relieve the Service Provider from any obligation under the relevant Purchase Order Contract and/or in relation to the provision of Security Services.

The Purchaser reserves the right to require the Service Provider to show evidence that all Security Officers employed by the Purchaser comply with this requirement.

3.2.2 De-registration of Security Officers

The Purchaser may at any time de-register a Security Officer should that Security Officer no longer meet any of the eligibility requirements, commit a breach of performance requirements, or have been involved in any prohibited behaviour or be deemed unsuitable for the provision of Security Services at a site under the relevant Purchase Order Contract.

The Purchaser shall not need to provide any reason for deregistering a Security Officer.

Upon notification of de-registration in accordance with these provisions the Service Provider shall cause the Security Officer to be removed from any duties related to the Security Services and ensure that all property assigned to the Security Officer is recovered, along with any identification and uniforms specifically related to the position of Security Officer with the Purchaser.

3.2.3 Removal of Security Officers

The Purchaser may give notice requiring the Service Provider to remove Security Officers from work in respect of the Security Services. The Service Provider shall promptly arrange for the removal of such personnel from work in respect of the Security Services and immediately replace such personnel with Security Officers acceptable to the Purchaser.

Such a direction shall not in any circumstances cause the Purchaser to incur any additional costs pursuant to the relevant Purchase Order Contract.

If in the Purchaser's opinion, any Security Officer:

- has been involved with any prohibited behaviour or misconduct;
- breaches or fails to comply fully with any laws or policies, procedures and guidelines;
- is or becomes incapable of efficiently performing his or her duties;

- is or becomes a person whom it would not be in the public interest for the Service Provider to engage or be associated with;
- has, or becomes likely to acquire, a criminal record; or
- is not, or becomes a person who is not, suitable to be involved in the provision of Security Services under the relevant Purchase Order Contract, then the Purchaser will notify that opinion to the Service Provider and the Service Provider will, on being required to do so, immediately remove that Security Officer from any Security Services in relation to the relevant Purchase Order Contract, and will cause the Security Services to be performed by another Security Officer, with the prior written approval of the Purchaser as the Purchaser may require.

The Service Provider must ensure that any person required to depart from the Sites at the request of the Purchaser does not return to the Sites without prior consent of the Purchaser.

3.2.4 Apprehended Persons

The Service Provider shall ensure that Security Officers:

- immediately notify police, and at the earliest time notify the Purchaser, where any person is apprehended by a Security Officer as a result of the performance of the Security Services;
- only effect an apprehension where the Security Officer has the lawful power to do so;
- ensure that any force used to effect an apprehension is lawful in terms of degree, and that any force used on a person during an apprehension will be no more than necessary to effect the apprehension;
- ensure that the apprehended person is told the reason for that person's apprehension at the time of the apprehension being made; and
- document this apprehension in the log book.

3.2.5 Questioning of Persons

The Service Provider shall ensure that Security Officers:

- do not apprehend any person merely for questioning, unless an offence has been committed, in respect of which the person can be lawfully apprehended;
- do not put any question to a person who has not attained the age of 18 years, or obtain any statement, admission or confession from such a person not in accordance with the laws in force in the State of Victoria;
- do not put any threat, promise or inducement to any person in an effort to obtain any statement, admission or confession from that person;
- ensure that the strictest truthfulness and honesty is always exercised by the Security Officers in respect of evidence obtained pursuant to the operation of the Agreement; and
- document any relevant conversation and/or actions in their Security Officer's Notebook.

3.2.6 Compliance with Subpoena

The Service Provider shall comply with any subpoena served on the Service Provider in respect of any or all matters arising out of the Service Provider's performance under the relevant Purchase Order Contract.

Where a subpoena in respect of any and all matters arising out of the Service Provider's performance under the relevant Purchase Order Contract is served personally on a Security Officer, the Service Provider shall do all things reasonably necessary to facilitate compliance.

The Service Provider shall notify the Purchaser regarding any received subpoena for a Security Officer.

3.3 Responsibility and Supervision

The Service Provider shall take full responsibility for the good and proper conduct of its Security Officers whilst providing Security Services during the Term of the Agreement and each Purchase Order Contract.

The Service Provider shall provide sufficient supervision and co-ordination of its Security Officers to ensure adequate personal and property protection and a continuing high level of performance at all times during the Term of the Agreement and each Purchase Order Contract.

As a minimum the Service Provider must:

- conduct scheduled and unscheduled visits of each area within the sites and take any immediate action necessary or desirable to correct any deficiency as required by and to the satisfaction of the Purchaser;
- ensure that the Security Services are being carried out by each Security Officer in accordance with the Agreement and the relevant Purchase Order Contract;
- ensure that no undesirable practices have commenced or are allowed to continue;
- converse and confer with all Security Officers, check for problems and pass on company related business; and
- converse and confer with the Purchaser on an on-going basis, monitor the performance of the Security Officers and ensure that the required level of performance is maintained. The Service Provider shall also meet with the Purchaser on a regular basis to review performance of Security Officers and the provision of the Security Services.

The Service Provider shall ensure that Security Officers are present in such numbers, at such locations and during such times as necessary to achieve the Service Provider's obligations pursuant to the Agreement and the relevant Purchase Order Contract.

No unauthorised or unlicensed persons shall accompany Security Officers in the performance of Security Services.

3.4 Rostering, Hours of Service & Handover

The Service Provider is responsible for rostering and deploying suitable Security Officers to carry out the duties required under the Purchase Order. The Service Provider must provide the Purchasers with notification of any absences and relief arrangements arranged as soon as practical. Qualified replacement Security Officers must be available on a stand by basis to cover for non-attendance or illness of rostered Security Officers and as a backup during an emergency situation.

Security Officers are responsible for handing over after each shift to the officer who relieves them. This may include bringing the relieving officer up to date on relevant information regarding situations requiring special attention.

The Service Provider shall ensure that Security Officers are in attendance at all required times and that the numbers of Security Officers specified and hours of duty are actual hours worked.

Unless otherwise provided for in the Technical Specification or where there is only one (1) Security Officer at a site, Security Officers must take a meal break away from the Site. During the meal break period another Security officer will need to be present to provide continuous service.

The number of hours and Security Officers nominated must be engaged exclusively for security of the Purchaser's specified properties. Security or other activities are not to be undertaken for other clients.

Time spent by Security Officers in travelling to the first site on each duty shift and from the last site on each duty shift shall not be billed to the Purchaser.

The Service Provider will provide and maintain a sign on/off register on all sites. All Security Officers will sign on at commencement of their shift and sign off/on when meal breaks are taken and off at the completion of their shift.

3.5 Reports

3.5.1 Patrol reports

All Security Officers shall use a notebook (Security Officer's Notebook) with numbered page to record details of their shift, including sign on/off, alarm activation, calls for service, maintenance issues, incidents, potential fuel sources located in common areas etc. Important entries must be suitably highlighted and brought to the attention of the Purchaser for action by the Purchaser.

All incidents occurring at a site to which Security Officers respond shall be recorded in the Security Officer's Notebook and communicated to the Control Room for the completion of an Operational Incident Report.

The Control Room shall be advised of any matters arising from any incidents or observations as soon as practicable.

Security Officers must be aware that in certain instances the Security Officer's Notebook may be used in evidence in court proceedings.

3.5.2 Operational Incident Reports

The Service Provider will be required to prepare a written incident report on any incident which affects or may affect the normal running of the Purchaser, and/or could lead to a crisis occurring or a claim for damages against the Purchaser. The contents of the report should generally address the following in relation to the incident: property damage, injury to persons, relevant information that Purchaser needs to be aware of to understand the basis of the incident (Who? What? When? How? Why?).

The report may be used as supporting evidence and may be referred to the Purchaser senior management. There may be situations when the report will need to be made available to the police or made available for the information of a court. Care should be taken in its compilation to ensure;

- neatness for presentation;
- there are no errors;

- correct use of punctuation and grammar;
- correct spelling; and
- completeness and accuracy of information and details.

The completed report is to be available to the Purchaser and where practical no later than one (1) hour after an incident has concluded.

4. Codes of Conduct

4.1 Public Service Code of Conduct

Without limiting the Service Providers obligations under the SPC, the Service Provider must ensure that Security Officers adhere to the following public service code of conduct requirements.

4.1.1 General expectations

The Service Provider shall ensure that Security Officers:

- comply with all aspects of policies and standard operating procedures at all sites;
- comply with any relevant duty statements or post orders;
- apply themselves diligently and exclusively to the discharge of their duties during the hours of work;
- treat all visitors to the building with courtesy and sensitivity;
- dress in uniform that is clean, neat and fits properly at all times;
- act in a courteous and supportive manner to all people they interact with and be sensitive to differing cultural behaviour;
- protect the property of the Victorian Government and its employees, visitors and tenants and, where possible, prevent damage, theft and vandalism to property;
- respond, where required, to electronic or mechanical alarm calls located at the sites;
- contact the relevant property's emergency maintenance service in the event of a services failure in the properties (including a lift breakdown, burst pipes or other damage to or interruption of services or infrastructure);
- escort and protect Government employees, visitors or the general public where their safety is at risk. It is expected that the Security Officer will escort Government employees working after hours to their vehicles (within reasonable distance), if requested;
- maintain a detailed and comprehensive written record of all interactions, suspicious incidents and contacts with authorities;
- operate from the facilities provided by the Purchaser, and keep such areas clean and tidy;
- ensure they comply with all applicable security and medical requirements;
- have a thorough knowledge of the layout and floor plan of the sites including the interior of all buildings, whereabouts of emergency exits, fire alarm panels, fire appliances, emergency exits and their operation and access alarms before joining shifts;
- note defects and repairs needed and complete maintenance reports as required;
- answer and attend all emergency calls and implement appropriate courses of action immediately;
- request identification from persons within sites where considered necessary;
- ensure that the sites are securely locked and unlocked and that all unnecessary electric lights, taps and appliances are turned off;

- take all reasonable precautions to ensure that the Security Services cause as little disturbance as possible to the Purchaser, its staff and the general public; and
- not shift, re-arrange, remove or tamper with files, documents, books, papers, records, equipment or furniture belonging to the Victorian Government except to the extent as may reasonably be necessary to enable the proper provision of Security Services. Should any items be so shifted, re-arranged, removed or tampered with the Service Provider shall advise the Purchaser as soon as possible and shall return such items to their original position.

4.1.2 Conduct on Sites

The Service Provider shall ensure that Security Officers comply with all reasonable directions and all policies, procedures and guidelines including in particular those relating to equal opportunity, anti-discrimination, occupational health and safety and security in operation at the site, or in regard to those facilities (including the smoke-free work-place policy) whether specifically drawn to the attention of the Security Officers or as might reasonably be inferred from the circumstances.

4.1.3 Appearance and Personal Hygiene

The duties of Security Officers involve contact with elected members of Parliament, staff, police and members of the public. The Service Provider shall ensure that the appearance of Security Officers is neat and tidy, presenting an image of professionalism. That is:

- Male Security Officers must be clean shaven, or have beards or moustaches neatly groomed and trimmed;
- Hair shall be neatly trimmed and long hair should be kept tied back;
- Security Officers should not wear an inappropriate amount of make-up or jewellery whilst on duty, as determined by the Purchaser; and
- Security Officers may wear stud or sleeper style earrings, but shall not wear any other visible body piercing jewellery.

The Service Provider shall ensure that the Security Officers maintain a high standard of personal hygiene.

4.1.4 Fitness

The Service Provider shall ensure that all Security Officers are required to be:

- physically fit to effectively carry out the required Security Services; and
- mentally alert and able to perform required duties.

4.1.5 Language and General Behaviour

Security Officers must recognise that loud and boisterous behaviour (without bad language) can be deemed as threatening and offensive.

The Service Provider shall ensure that the behaviour of Security Officers does not interrupt nor threaten the general enjoyment by elected members of Parliament, staff, police and members of the public in the surrounding environment. Bad language is not to be used in the presence or hearing of any person (even if as a result of undue provocation). Security Officers must not be judgemental nor belittle any person for any reason by their attitude, tone of voice or action.

4.1.6 Smoking

The Service Provider shall ensure that Security Officers do not smoke inside any Victorian Government property or in any designated areas where smoking is prohibited.

4.1.7 Alcohol and Prohibited Substances

The Service Provider shall ensure that Security Officers are not under the influence of alcohol or a prohibited substance whilst performing Security Services under the relevant Purchase Order Contract. Alcohol and prohibited substances must not be consumed by Security Officers, on or prior to entering any property of the Purchaser or when Security Officers return after a meal break.

Alcohol and prohibited substances usage becomes an occupational health and safety issue if a workers ability to exercise judgment, coordination, motor control, concentration and alertness at the workplace is impaired and may lead to an increased risk of injury or incidents to themselves and/or others.

To ensure the service provider maintains reliable and safe services, as well as a safe working environment for all employees, the service provider will provide for a program of 'For Cause Testing' of Drug & Alcohol for serious incidents of its employees for incidents that may include but are not limited to;

- Discharge of Firearm; and
- Participation in an arrest.

4.1.8 Firearms and Weapons

Unless otherwise provided in a Purchaser's Technical Specification, the Service Provider shall ensure that no firearms are permitted on site and that Security Officers do not carry firearms, weapons, or restraints of any kind while on duty.

Where firearms are expressly permitted by the Purchaser, firearms provided by the Service Provider may be stored securely onsite as agreed with the Purchaser.

4.1.9 Client's Telephone

The Service Provider shall ensure that telephones provided by the Purchaser are only used in the line of duty.

4.1.10 Parking

The Service Provider shall ensure that Security Officers obtain permission from the Purchaser before parking or placing any vehicle on site, and shall not obstruct any driveway, crossing or roadway, or pathways and access ways in the grounds of apartments and in neighbourhood precincts.

The Service Provider shall ensure that Security Officers strictly adhere to any requirement of a local authority regarding the use of roadways, verges or pathways.

4.1.11 Cleaning Up

The Service Provider is responsible to ensure that areas designated for the Security Officers' use are cleaned in accordance with all site requirements. This includes meal areas, control rooms, concierge booths and toilets (including the supply of toilet paper and soap where appropriate).

The Service Provider shall ensure that Security Officers remove all rubbish resulting from their Security Services and leave the site in a tidy, clean state at the end of each shift.

4.1.12 Prohibited Behaviour and Misconduct

Misconduct will not be tolerated and may result in immediate dismissal from the site. Prohibited behaviour and misconduct includes, but is not limited to:

- physically assaulting persons;
- accepting any gifts or consideration from any member of the public or staff members;
- brawling;
- acting dishonestly or being a party to theft;
- sleeping on duty;
- entering into a private residence;
- conducting personal business while on duty;
- unlawful or unauthorised electronic surveillance; and
- inappropriate use of computers or other security and ICT systems.

4.1.13 Visitors

The Service Provider shall ensure that Security Officers do not entertain visitors or allow visitors to enter the security office, the Control Room, concierge booths or any other controlled areas on sites, or accompany Security Officers on patrol either on foot or in a vehicle.

The Service Provider shall ensure that Security Officers do not bring any animal or pet onto any property of the Purchaser.

4.1.14 Lost Property

The Service Provider shall ensure that items of lost property brought to the attention of Security Officers by members of the public or found by Security Officers are turned over to the lost property section of the Purchaser or the Contract Manager. Where individual site standard operating procedures exist these are to be followed.

4.1.15 Private Audio Equipment TVs etc.

The Service Provider shall ensure that Security Officers do not listen to private audio equipment, watch television or any other form of video equipment or view illicit matter whilst on duty. The Service Provider shall ensure that Security Officers comply with the internet, email and network usage policies of the Purchaser.

4.1.16 Supplier Code of Conduct

The Victorian State Government is committed to ethical, sustainable and socially responsible procurement. To support this commitment, the State has implemented a Supplier Code of Conduct (the Code).

The State views its suppliers as partners and cares about the way that they do business when providing goods or services, including construction works and services to, or on behalf of, the State.

The Code describes the minimum expectations that suppliers should aspire to meet in the areas of:

- A. integrity, ethics and conduct;
- B. conflict of interest, gifts, benefits and hospitality;
- C. corporate governance;
- D. labour and human rights;
- E. health and safety; and
- F. environmental management.

The Code commenced on 1 July 2017 and is applicable to all general government sector contracts, agreements and purchase orders for the supply of goods and services, and construction works and services.

To view the Supplier Code of Conduct, visit

<http://www.procurement.vic.gov.au/Buyers/Supplier-Code-of-Conduct>

5. Service Provider Provided Materials and Equipment

Without limiting the Service Providers obligations under the SPC, the Service Provider shall be responsible for the provision, at its own expense, of all necessary and ancillary materials and equipment to enable Security Officers to properly execute Security Services. The Service Provider shall, at its own expense, maintain, repair and replace all materials and equipment (including printer cartridges) as necessary to ensure that they are maintained in good working order. Any other necessary equipment (apart from those listed below) will be agreed with the Purchaser.

5.1 Uniforms

The Service Provider shall provide a clearly identifiable company uniform, suitable cold and wet weather and protective clothing including jackets, reflective vests, gloves, coats, footwear and headwear to be worn by the Security Officers. The Service Provider shall ensure that all Security Officers are neatly attired and presentable at all times when on duty. The uniform must be of a cut that is functional and practical for the Security Services' male and female officers. The Service Provider shall issue new uniforms each year to Security Officers.

The uniform must be approved by the Purchaser. Any changes to the uniforms during the term of the contract must also be approved by the Purchaser before they can be worn at sites.

5.2 Lighting

The Service Provider shall provide reliable hand-held methods of illumination for the use of Security Officers.

5.3 Vehicles

The Service Provider shall provide reliable vehicles that are easily identified by means of logo or large lettering of the Service Provider's company name in sufficient numbers to provide Security Services as required by the relevant Purchase Order Contract.

5.4 Stationery

The Service Provider shall provide all Security Officers with the necessary writing implements, notebooks, seized property receipt books, approved forms and stationery to provide Security Services as required by the relevant Purchase Order Contract.

5.5 Identification cards and badges

The Service Provider shall provide the Security Officers with a photographic identity card confirming their position with the Service Provider's company to be prominently displayed at all times while on duty or where a site specific ID badge is required. Each identity card shall provide the following information:

- Service Provider's company name;
- Security Officer's first name, photograph, signature and employee number. The Security Officer's photograph shall be on the front of the card and shall be displayed at all times while on uniformed duty.
- Other information that may be on the back of the card; and
- Expiry date, not more than 12 months ahead.

5.6 Communication

The Service Provider shall provide Security Officers at each location with an appropriate mobile communication system (e.g. mobile phone, pager, two-way radio) and an accurate wrist watch at its own expense.

5.7 First Aid Kits

The Service Provider shall supply and maintain the first aid kits that will be required in the concierge stations and other areas (except where specifically excluded).

5.8 Furniture and meal equipment

The Service Provider shall supply all required suitable ergonomic furniture for control rooms, guard posts, concierge booths (where present) and meal preparation equipment required for Security Officers.

5.9 Government Furnished Equipment

The Purchaser shall be responsible for the provision of Government Furnished Equipment (GFE) including:

- appropriate accommodation and site space for all Control Rooms on site to enable the Service Provider to carry out Control Room operations. The Control Room will contain various systems and equipment as defined by each Purchaser; and
- equipment such as computers printers and hardware, software and security and fire control systems.

Without limiting the generality of the Service Provider's obligations, the Service Provider shall provide a register and be responsible for:

- signing for GFE on collection and return via a GFE register; and
- the care of GFE entrusted to the Service Provider by the Purchaser for the purpose of carrying out the Security Services, and the Service Provider shall provide the protection necessary to preserve and use correctly GFE entrusted to the Service Provider.

If loss or damage occurs to anything while the Service Provider is responsible for its care, the Service Provider shall at the Service Provider's own cost promptly make good the loss or damage. The Service Provider shall ensure that all breakages, failures or loss of the Purchaser property or equipment are recorded in the Log Book and reported to the Purchaser the next working day.

5.10 Loaned Equipment

The Service Provider shall ensure that equipment or property belonging to the Purchaser or the Service Provider must not be loaned or removed from its location, except in the normal course of duty by authorised personnel.

6. Industry Development Commitments

6.1 Orientation Training

Prior to the deployment of any Security Officers on duties associated with the provision of Security Services the Service Provider shall, at its own cost, facilitate or conduct:

- orientation training emphasising the underlying philosophy to be followed in the provision of the Security Services for the Purchaser, including Victoria Police liaison;
- site familiarisation training including Purchaser specific requirements and inductions;
- Warden training in accordance with AS3745:2010 (Planning for Emergencies in Facilities); and
- specific training in relation to relevant policies, procedures, standing orders and systems.

No Security Officer shall be deployed by the Service Provider for duty without first having received orientation training in accordance with these provisions.

6.2 Customer Service Training

Security Officers must undertake approved and accredited customer service training at the Service Providers expense before commencing their duties for the Purchaser. Refresher courses, approved by the Purchaser should also be undertaken yearly by all security officers at the Service Providers expense.

6.3 Professional Development

The Service Provider shall provide a minimum of 20 hours on-going professional development training pro rata per Security Officer per annum at its own cost. Evidence of this training to be provided to both the Lead Purchaser (quarterly) and Purchaser (monthly). The training to be undertaken is to be agreed by the Service Provider and Purchaser.

6.4 Job Rotation

The Service Provider shall encourage job rotation where it is agreed by the Purchaser and does not adversely affect site requirements in order to provide development opportunities and exposure to a variety of situations for Security Officers.

6.5 Retention

The Service Provider shall, within their current business policies and practices, ensure an ongoing commitment to the retention of Security Officers.

7. Quality and OH&S Systems

7.1 Quality Systems

The Service Provider must continue to maintain quality management systems covering areas such as, but not limited to:

- the provisions of its security services;
- Risk Management; and
- Occupational Health and Safety Management.

Preferred Quality Systems Standards that should be taken into consideration are:

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

7.2 Standard Operating Procedures

The Service Provider shall, on or prior to the Commencement Date, provide the Purchaser with a copy of its standard operating procedures to permit an evaluation of them including compliance with relevant emergency evacuation procedures for dealing with security, demonstrations, intruders, bomb and other threats, fire emergencies and any other emergencies. The Service Provider will ensure that:

- its standard operating procedures covering the conduct of its security operations are documented and maintained; and
- site specific operating procedures covering the conduct of the Security Officers on site are documented and maintained.

7.3 Occupational Health and Safety Incidents

The Service Provider is required to have appropriate Occupational Health and Safety guidelines and procedures in place to ensure a working environment for the Service Provider's employees are both safe and without risks to health. It is the Service Provider's responsibility to ensure their staff are aware of their Occupational Health and Safety statutory obligations.

Specific issues, which Service Providers should be aware of and provide information, training and supervision for are:

- Infection control: Infection control is an area that requires safe systems of work to be developed, including the provision of appropriate personal protective equipment.
- Hypodermic needles: Hypodermic needles are a risk; therefore a specific work instruction for dealing with the needles in a safe manner to eliminate the risk of needle stick injury must be put in place and monitored.

The Service Provider shall immediately notify the Purchaser of any occupational health and safety incidents which relate to the performance of the Security Services that involve the Service Provider's employees or agents including:

- any act or omission which is reportable pursuant to, or is in breach of, an occupational health and safety law; or
- any unforeseen event which occurs, in any way, as a result of the execution of the Security Services, which results or may result in, injury to any person, damage to or failure of plant or equipment, or an adverse environmental impact.
- All lost time incidents shall immediately be notified to the Purchaser. The Service Provider shall, within 3 days of any such incident, provide a report giving complete details of the incident, including results of investigations into its cause and any recommendation or strategies for prevention in the future.

7.4 Hazardous Situations

Without limiting the provision of the Security Services for which the Service Provider has been engaged, the Service Provider shall ensure that Security Officers are not to put themselves in a situation which could, in the Security Provider's opinion, be hazardous. Hazardous situations could include:

- proximity to electrical wires;
- investigation of objects considered by the Security Officer to potentially contain explosive or incendiary materials;
- firefighting where the outbreak is beyond control of portable appliances;
- flammable or toxic fumes or gases or any other situation (such as proximity to infectious diseases);
- approach roof areas where communication equipment is located and warning signs are displayed; and
- any other situation which, in the opinion of the Security Officer, may be of a hazardous nature.

7.5 Contact Emergency Services

The Service Provider shall ensure that Security Officers immediately contact the appropriate emergency services such as police, fire brigade or ambulance in the event of fires, serious incidents, accidents, violence, theft and vandalism and in the event of attendance by such emergency services render assistance if requested. The Service Provider shall ensure that a relevant report is completed to document the situation within 24 hours of the incident.

Security Officers shall also contact the Category Manager or the after-hours Emergency Maintenance Services (if applicable) as soon as possible and safe to do so.

7.6 Emergency Evacuation

The Service Provider shall assist Chief Fire Wardens, Area Warders and Wardens in the evacuation of sites in accordance with the relevant Site Emergency Management Response Procedures in the event of a fire or other emergency situations (including drills) requiring such action.

This assistance may result in Security Officers acting as fire wardens at no additional cost to the Purchaser.

8. Management of the SPC Arrangement

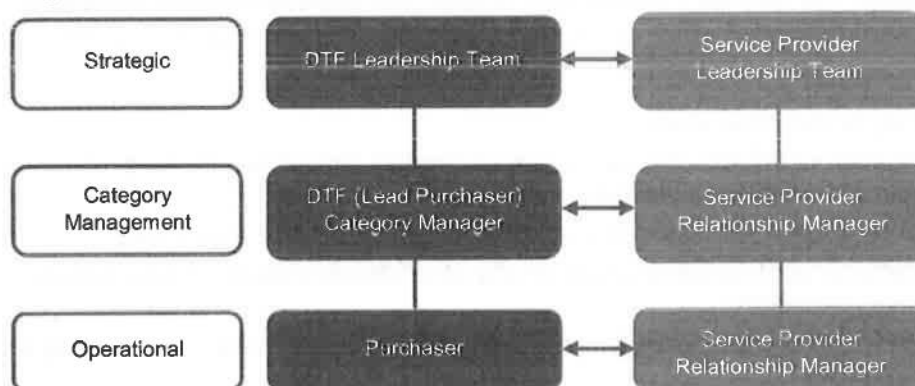
8.1 General

The Service Provider is required to recognise and support the governance and management requirements that are necessary for a SPC arrangement, particularly the requirements for:

- the Lead Purchaser to maintain effective category management practices across the entire SPC for Security Services ('category management'); and
- individual Purchasers to manage day-to-day operations of their arrangements ('contract management').

Figure 1 illustrates the structure of the relationship between the DTF, Service Provider and the Purchasers.

Figure 1: Relationship Structure



8.2 Service Provider's Account Management Team

It is required that the Service Provider provides a suitably qualified Relationship Manager to manage the overall Agreement and Representative(s) specialised in running the operational requirements.

The Service Provider's Relationship Manager and Representatives will be expected to demonstrate a high commitment and understanding of security issues pertaining to the Lead Department and Purchasers throughout the Term of the Agreement and each Purchase Order Contract. They will need to be innovative and creative in responding to problems, contribute to partnering with the Lead Department and Purchaser to sharing a vision of delivering high quality Security Services.

Recruitment and Selection Policy & Procedural Guidelines

Policy Owner	Human Resources
Last Reviewed	April 2019
Version	1

This document is 'uncontrolled' if it has been saved locally or printed

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Recruitment and Selection Policy and Procedural Guidelines

Purpose

Wilson (the Company) strives to ensure that the best person for the job is selected and that all appointments are fairly based on merit and best-fit, aligned with our Values of **Integrity, Innovation, Customer** and **Leadership**.

This Recruitment and Selection Policy & Procedural Guidelines (Policy) aims to assist Supervisors/Managers who are generally responsible for recruitment and selection.

Policy

Our Policy sets out the steps that should be considered when conducting recruitment and selection. It must be taken into account by those with responsibility for recruitment, whether from an internal or external source, with the aim of meeting legislative requirements and our aspirations of:

- providing clear and effective procedures with the appropriate flexibility to meet Wilson's business needs;
- proving a transparent process that promotes equal opportunity and diversity, including increasing Aboriginal and Torres Strait Islander staff involvement; and
- treating applicants fairly, with regard for privacy and confidentiality of information.

Scope

Who Does This Policy Apply To?

Employees responsible for recruitment and selection activity throughout Wilson Australia.

This Policy Does Not Apply To:

- succession planning activity;
- redeployment of an employee to a suitable alternative position following a change or other circumstance; or
- promotion and career progression pathways.

Responsibilities

The Hiring Manager is responsible for, as applicable:

- ensuring they have completed a **Recruitment Approval Form** and have the approval to commence a recruitment process within budget parameters;
- familiarising themselves with relevant recruitment-related employment legislation and our internal Policies, in particular our Code of Conduct Policy and our Discrimination, Harassment & Bullying Policy which is included in our Code of Conduct Framework;
- conducting a professional, objective and lawful process that is free from discrimination against people on unlawful grounds such as race, gender, religion, age and so on, as referred to in our Discrimination, Harassment & Bullying Policy;
- ensuring the position requirements have been defined/clarified in terms of the required skills, experience and competencies to select objectively against;
- ensuring pre-selection and appointment requirements such as probity checks, licences, visa, medicals etc., are disclosed as a requirement and organised in a timely way;
- conduct the selection process in accordance with the procedures described in this Policy; and
- seeking the support or advice of the Human Resources Team, as required.

The Human Resources Team members are responsible for:

- assisting Hiring Managers in determining the recruitment strategy required for the specific vacancy;
- assisting with the drafting of position descriptions or selection criteria;
- assisting in the drafting of job advertisements that comply with this Policy;
- the placement of advertisements;
- loading advertisements onto relevant websites, including the Wilson website;
- assisting the Hiring Manager to formulate relevant screening processes in line with the criteria required by the vacant position;
- assisting with the preparation of interview questions, assessments or tests or other selection processes;
- if relevant, advising management of approved recruitment agencies;
- assisting in the interview process, if required;

- assisting or organising any testing, background checks, medicals, contacting referees and confirming qualifications; and/or
- providing standard or template letters and notifications required at various stages of the process, including the offer pack.

Procedural Guidelines

The Wilson recruitment process is largely decentralised to Hiring Managers. Hiring Managers are however supported by the Human Resources Team, as required. The Human Resources Team have key responsibilities in the advertising and offer stages of the recruitment and selection process.

The circumstances required to fill a vacancy vary significantly, therefore the below guidelines generally aim to provide guidance rather than mandatory steps for conducting an effective and lawful recruitment process. The steps do not have to be followed in consecutive order, but rather aim to provide options that management may choose from to best suit the particular circumstances. However, under all circumstances, Step 1 must occur - the Hiring Manager *must* have the budget and approval to proceed in accordance with the process outlined in the **Recruitment Approval Form**, before commencing any recruitment process.

Step 1: Hiring Manager must Review the Need & Obtain Approval

Checklist

- ☐ Is the position budgeted and included in the workforce plan?
- ☐ Has a Recruitment Approval Form (available on our intranet) been completed and approved in accordance with the requirements of the form?
- ☐ Is the position required?
- ☐ Can the duties and responsibilities of the position be re-distributed/absorbed?
- ☐ Is the requirement for the position ongoing or is it likely to only be required for a limited period?
- ☐ Is the position required in its current state or is this an opportune time to update or change the role?
- ☐ Has a position description for the role been reviewed and or created?
- ☐ Have the remuneration and benefits/conditions been determined in consultation with the Human Resources Team?
- ☐ Is an organisational structure chart for the area available, does it need to be updated?

- ☐ Is any testing or background checking required, in addition to the usual Right to Work in Australia verification?

Approval

Prior to any recruitment activity commencing, (whether a replacement for an existing position or a candidate for a new position) appropriate approvals must be obtained by the hiring manager. The Recruitment Approval Form includes the relevant approval requirements, including budget and advertising considerations including:

- if the Hiring Manager is seeking a replacement for a salaried position or the position is budgeted, approval will need to be obtained from the Divisional CEO prior to commencing the recruitment process; and
- if the role is unbudgeted, the Hiring Manager must obtain approval of the CEO prior to commencing the recruitment process. In the case of reports to the CEO, approval should be sought from the Group Managing Director.

The Hiring Manager is required to complete the Recruitment Approval Form and provide a signed copy of the authority to the relevant Human Resources team member before advertising can commence.

Step 2: Determine the Approach & Position Description

Determine:

- Will the position be advertised externally or will the role only be put up internally?
- How will the cultural diversity of applicants be encouraged, particularly applications from Aboriginal and Torres Strait Islanders (ATSI)?
- Will the recruitment be conducted by the Hiring Manager or will an approved recruitment agency be involved?
- If advertising, where will the advertisement appear? Online, such as Seek, Indeed, Jora etc., or will other methods be required, eg. university job board, specialist group etc.
- How long will the ad remain open?
- Who will be on the interview panel, and would it be helpful to include an ATSI representative?
- Will more than one interview be necessary?
- Is any form of testing required such as psychometric or aptitude testing, or are other assessment methods required?
- Are there any essential requirements relevant to the position, such as the requirement for a pre-employment medical, a probity check (such as a working with children or a police check), are any specific accreditations or licences required by the position?

- What will the key selection criteria be - which criteria are essential, which are desirable and therefore a flexible requirement? Think about the skill sets and competencies of the existing team and what competencies and skills will not only fill the job, but enhance the diversity of the team.

Position Descriptions

The aim of a position description is to outline the key accountabilities, the experience required, the main stakeholder relationships the position needs to develop and the behavioural competencies required for the incumbent to be successful in the job. A position description should not be a shopping list of every task a position is responsible for, it should rather highlight the major accountabilities and key performance indicators (KPIs) along with the core behaviours required.

The position description may include both.

- **Essential criteria** are those skills, experience, knowledge and behaviours which are critical for the successful performance of the job; and
- **Desirable criteria** are those skills, experience, knowledge and behaviours that will help the applicant perform the job to a high level and give them a competitive advantage.

Writing or revising a position description is the Hiring Manager's opportunity to clarify the requirements of the role and provide clear selection criteria for job applicants. Ideally, position descriptions are prepared/reviewed when a position is created or becomes vacant and are provided to employees as they commence with Wilson or change positions within Wilson.

Step 3: Advertise the Position

The Hiring Manager will generally consult with the relevant Human Resources Team member to decide the most appropriate method for filling a position.

- No advertisement can be posted without the prior completion and sign-off of the Recruitment Approval Form.
- Job advertisements may include approved wording aimed at encouraging applicants of Aboriginal and Torres Strait Islander descent to apply and Wilson's position on supporting gender equity and diversity.

Not all positions will necessarily require external advertising. Positions may be advertised internally, to Wilson employees only or both internally and externally. This determination can be made in conjunction with the relevant Human Resources team member after agreeing the most appropriate approach.

If advertising, consider "what" needs to be advertised (key selection criteria) and "where" to advertise to attract the best applicants will need to be considered. The relevant Human Resources

team member will assist the Hiring Manager to ensure the advertisement meets Wilson requirements, is consistent, targeted and complies with legal obligations.

The Human Resources team member will be responsible for the acknowledgement response sent to job applicants, where required.

Applicants for **field positions** should complete an application form prior to interview.

Step 4: Shortlisting Job Applicants

Shortlisting of internal and/or external job applicants may be undertaken by the Hiring Manager in conjunction with the relevant Human Resources Team member, or it may be completed by Human Resources alone in accordance with the agreed essential and desirable selection criteria as set out in the position description.

Importantly, all applicants for a position must be assessed against the same selection criteria for the position to ensure a consistent, fair and equitable process.

Verifying Qualifications and Right to Work

Before completing the shortlisting process, a member of the Human Resources Team must verify a candidate's right to work in Australia prior to interviews or further testing being arranged.

Organising Interviews or Assessment

When the initial verification process is complete, shortlisted applicants will be notified of the interview date, time, location and who will be conducting the interview. They must also be informed of any testing, probity checks (such as a police check, criminal history check, working with children check, etc.) or any further screening processes that may apply. This may be done by the hiring manager, a representative of the hiring manager, or a member of the Human Resources Team.

Step 5: Interview Preparation & Conducting the Interview

Preparing for the Interview

Considerations when preparing for the interview include:

- preparing interview questions based on the key selection criteria for the position - the questions should be a mix of open, closed and behavioural questions aimed at assessing the applicant's background and competence in relation to the vacant position;
- reviewing the résumé/curriculum vitae (CV) in advance of the interview and determining any questions that may be directly related to their résumé/CV;
- ensure relevant support and access is provided if it is known that a shortlisted applicant has a disability requiring support (such as an AUSLAN interpreter); and

- Where the cultural background of the people who have been shortlisted for interview is known, determine whether an ATSI representative can be available, subject to business requirements, to join the interview panel.

Testing and Assessment

Dependent on the nature of the position, additional screening or assessment methods may be required to determine the capability, potential and/or aptitude of applicants for the position. The nature and implementation of suitable testing methods will be determined by the Hiring Manager in liaison with the Human Resources Team.

Generally, testing will not be used as the sole determining factor in assessing a candidate's suitability. The assessment techniques must relate to the requirements of the position, identify the candidate's capacity to perform.

Conducting the Interview

Interviews are best conducted with two or more interviewers (the panel). This allows for a more objective discussion and balancing of views, it also enables one of the panel to take summary notes to reflect on after the interviews have been conducted.

At least one member of the panel should have a detailed knowledge of the requirements of the job - preferably the Hiring Manager. The Human Resources Team will also assist/facilitate or coach the panel members and assist with the development of a structured interview guide, as required.

In general, an interview process aims to:

- ask a range of questions aimed at verifying information provided by the candidate in relation to their career history, past achievements, skills and responsibilities, ambitions, and how they work to achieve results;
- assess the individual's interview responses against the key competencies and position attributes identified in the position description;
- provide the job applicant with an overview of the Company, provide further detail on the requirements of the position, location of the position, and team environment and answer any questions they may have.

If a second interview or further meetings with the applicant are required for continuity, at least one person from the original interview should be present at any subsequent interviews with the candidate.

Step 6: Selection Process & Background Checks

Preferred Applicants

When the panel has agreed on the preferred applicant(s), based on the interview and/or testing process, the relevant member of the Human Resources Team is to be informed so that they can then contact the preferred applicant(s) to inform them that they have progressed to the next stage in the recruitment process. At this stage, referee contact details can be confirmed and, dependent on the agreed recruitment process, applicants may also be asked to undergo pre-employment verification requisites, such as, but not limited to:

- a police check;
- a working with children check;
- a background / probity check; and/or
- a pre-employment medical.

No offers of employment should be made at this stage, although discussions may be held with the applicant to confirm their remuneration expectations and the amount of notice they would be required to provide should they be successful.

Unsuccessful Applicants

At this stage of the process, the relevant Human Resources Team member can start to inform applicants that they have not been successful in progressing through the recruitment process. Alternatively, unsuccessful notifications can be conducted at the completion of the selection process.

Step 7: Reference Checking

Reference Checking

Contacting an applicant's past employer(s) and/or direct manager(s) to conduct a reference verification check is an important part of the recruitment process as it not only confirms the applicant's job history, it also provides an opportunity to gain further information about an applicant's skills, competencies and behaviours in the workplace to assess against the position selection criteria.

- Applicants will need to provide the names of at least two managers who can comment on their recent work performance. It is expected that one referee will usually be the applicant's current or previous supervisor or manager, unless a suitable reason for not nominating this person is provided by the applicant (eg., if involving him/her might jeopardise the applicant's current employment).

- Reference checks are generally completed by a member of the Human Resources Team prior to the applicant being offered the position. Reference checks should only be conducted with the applicants consent.

Step 8: Making an Offer of Employment

The verbal offer is generally made by the Hiring Manager.

Verbal Offer

The successful applicant is typically advised verbally of their selection prior to a formal written offer of employment being prepared. This discussion should cover the following points:

- advise the applicant that you would like to offer them the position;
- inform them of the length of the probationary period that will apply (maximum 6 months) to their employment;
- provide an overview of the benefits of working at Wilson and the proposed remuneration and conditions being offered - only the authorised level of remuneration and associated benefits should be discussed – if any variation to the pre-approved/budgeted remuneration level is required, approval must first be gained **before** offering any other amount;
- agree a possible commencement date;
- communicate that a letter of offer, an Employment Agreement and Employment Pack will be sent to them directly; and
- make a note of what was discussed and agreed.

Formal Written Offer - Employment Agreement

The letter of offer, Employment Agreement and Employment Pack will be prepared and sent by the relevant Human Resources Team member.

Step 9: Notifying Unsuccessful Applicants

Following offer and acceptance with the preferred applicant, any remaining applicants can then be notified that they have been unsuccessful. This can be done either verbally or in writing. Generally, an applicant who has undergone a panel interview should be contacted by phone if possible. Notification can be provided by the hiring manager or a relevant Human Resources Team member. If an unsuccessful applicant requests feedback beyond the general reasons for being unsuccessful in their application, it is preferable to arrange to call the applicant back in order to prepare relevant feedback.

Advertising Internally

While most vacant positions will be advertised internally to provide Wilson employees an opportunity to apply for vacant positions, Wilson may exercise its discretion. A decision may be made to advertise positions externally or an appointment may be made without the position being advertised.

Where an employee wishes to apply for an internally (or externally) advertised position they should inform their immediate Manager as a courtesy, although they do not require their Manager's approval.

Where a Wilson employee is successful in their application or is offered a promotion, the following guidelines may apply:

- Where the transfer represents a promotion, the Human Resources Team should be consulted to advise on remuneration and benefits;
- The effective date of transfer should be a date acceptable to the new Manager and the employee's current Supervisor/Manager to allow for the completion or handing over of any work projects before the employee's transfer; and
- A new employment agreement or letter of offer will be prepared by the Human Resources Team to be signed by the new Manager and the employee.

When a Wilson employee is unsuccessful in their application, they should be notified accordingly.

Referring Family Members and Relatives/Friends

Wilson encourages referrals of suitable people to fill our vacant positions. This may include an employee's family members and friends.

Employees who are family members/household members/friends/associates of an applicant, or who have a relationship with the applicant that creates (or may create) a conflict of interest, should not:

- be involved in the recruitment and selection process;
- report to the applicant, or have the applicant (if successful in obtaining the position) report to them, unless approved; or
- be in a position to influence the other's work or employment conditions.

Avoiding a Conflict of Interest

The approval of the Divisional CEO (or their delegate) must be obtained before a family member, household member, friend or associate is hired.

Family members will be subject to Wilson's standard recruitment processes.

Any queries related to the employment of relatives should be discussed with a member of the Human Resources Team.

Record Keeping and Confidentiality

When undertaking a recruitment process, Wilson is responsible for the privacy and confidentiality of the applicant information we receive.

The following documents must be managed with care and with regard to confidentiality:

- Applicant resume/CV;
- Applicant cover letter;
- Interview notes;
- Assessment test results;
- Probity and medical results/reports;
- Reference checking notes;
- Offer documentation and remuneration level; and
- Any other information or material of a sensitive nature related to the recruitment process.

Documentation must be filed away in a secure (locked) location and stored in a secure online file, as applicable, and should only be accessed by the relevant hiring manager or a member of the Human Resources Team, Payroll or a relevant Human Resources contractor/consultant as engaged from time to time.

Résumés submitted by applicants may be retained by Wilson for up to 6 months and after this period they may be destroyed securely.

Further Information

Where To Go If You Have Questions

If you have any questions or would like further information about this policy, please feel free to speak to your Manager or a member of the Human Resources Team.

Policy Review

This Policy is maintained by Human Resources Team, and may be revised from time to time based on legislative requirements and to ensure relevance to our business operations. It does not form part of an individual's contract of employment or engagement.

You are welcome to contact [REDACTED] with any suggestions, feedback or questions.

SECURITY CONTRACTOR MANAGEMENT PROCEDURE

SECURITY CONTRACTOR MANAGEMENT PROCEDURE

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SECURITY CONTRACTOR MANAGEMENT PROCEDURE

1 PURPOSE

The purpose of this procedure is to define the requirements for the selection and appointment of Security Contractors that will be used to supply security and other services on behalf of Wilson Security to its customers. This procedure applies equally to providers of labour hire or the direct hire of contractors.

This procedure should be read in conjunction with Wilson Group corporate policies and procedures and Wilson Security's own management system policies and procedures.

2 DEFINITIONS

State Managers / State General Manager	A designated Wilson Security employee authorised to; appoint Security Contractors (including contractors and labour hire organisations), sign Provision of Service Agreements, evaluate contractor and supporting documentation, and suspend the use of security contractors. Approval of security contractors shall be after the state manager reviews the evaluation material provided and signs the Security Contractor Evaluation Form. In the absence of a State Manager, the Regional General Manager or relief State Manager will assume this responsibility.
Workplace Managers	A designated Wilson Security employee assigned with the authority to source and recommend the appointment of contractors. Final approval for the use of security contractor's rests with the Senior Manager. Workplace Managers include Operations, Customer Services, Account and any other Managers responsible for the delivery of service to any customer or portfolio of customers.
Senior Human Resources Advisor	A designated Wilson Security employee within the Human Resources team reporting to the General Manager Human Resources.
Site Supervisor	A designated Wilson Security employee assigned with the responsibility to supervise contractors undertaking work on Wilson Security and customer premises. In most instances this role will be the responsibility of Site Supervisors where in place otherwise the Workplace Manager will assume the responsibility of the Site Supervisor.
National Security Contractor Coordinator	A designated Wilson Security employee within the National Operations structure assigned to coordinate state and territory security contractor information reporting to the senior leadership team.
State Contractor Coordinator	A designated Wilson Security employee assigned with the responsibility for compiling and maintaining up to date contractor records. This role could be incorporated as part of an existing role. Each state and territory business shall appoint a person to perform this role.
Security Contractor	Any external party (i.e. a non-Wilson Security employee or business) engaged to provide security services / personnel to, or on behalf of, Wilson Security. The term Security Contractor for the purposes of this procedure is inclusive of Contractors and Labour Hire Providers. Security Contractors can either be appointed and working under the direct supervision of Wilson Security or be appointed to provide security services, including supervision of their own personnel on behalf of Wilson Security.
Company Name	A Company name is the complete legal name of an entity and should be confirmed with a Credit Check prior to onboarding.
Business Name	A business name is a registered name used to trade under a name other than their legal entity name. The business name and Company name MUST have the same ABN.

SECURITY CONTRACTOR MANAGEMENT PROCEDURE

3 REFERENCE DOCUMENTATION

Model WHS Act 2011 (Australia)
WA – Occupational Health and Safety Act 1984
Vic – Occupational Health and Safety Act 2004
Health and Safety at Work Act (New Zealand)
Health Safety in Employment Act 1992 (New Zealand)
Standards: ISO 14001:2004, AS/NZS 4801:2001, OSHAS 18001:2007, ISO 9001

4 RESPONSIBILITIES

State Managers / State General Manager	<p>Are Senior Managers of the business responsible for the management of a state of territory business for Wilson Security.</p> <p>Review new security contractors to verify compliance with regulatory and Wilson Group / Security requirements for the appointment and ongoing use of security contractors.</p> <p>Approve the appointment of new security contractors after assessing evaluation criteria relevant to the security contractor and business needs.</p> <p>Review and sign Security Contractor Review Checklist and Provision of Services Agreement.</p> <p>Approve variations to Wilson Security, security contractor requirements.</p> <p>Nominate the state Contractor Coordinator (this role can be an adjunct to an existing role).</p> <p>Monitor security contractor performance, e.g.: compliance with induction, training and HSE reporting requirements.</p> <p>Review service delivery standards and achievement of KPIs for Wilson Security customers.</p> <p>Review and ensure security contractor rates meet minimum requirements for contractor staff wages for the work performed.</p>
National Security Contractor Coordinator	<p>Maintain the national Security Contractor Management System suitable for access by the State Contractor Coordinators.</p> <p>Provide a monthly report to the General Manager – Specialist Security detailing performance of the state and territory businesses to the security contractor procedure.</p> <p>Escalate to the General Manager – Specialist Security as a priority any compliance matters that may expose the company or its customers by any security contractor.</p> <p>In conjunction with State Security Contractor Coordinators, schedule and communicate audit schedules of security contractor's compliance criteria.</p> <p>Maintain a central register of security contractor rates.</p> <p>Management of the Security Contractor Management System to reflect the changing needs of the business.</p> <p>Coordinate company checks of Security Contractors and directors in line with business requirements.</p>
Senior Human Resources Advisor	<p>State HR Advisors provide support in reviewing security contractor industrial instruments against proposed charge rates and shifts to be worked to assess suitability. Results of these reviews are to be approved by the GM Human Resources and State Manager prior to appointment of security contractors.</p> <p>Senior HR Advisors also support the state and territory businesses in conducting audits of security contractors.</p>

SECURITY CONTRACTOR MANAGEMENT PROCEDURE

State Contractor Coordinator	<p>Preparation of Provision of Service Agreements for submission to security contractors seeking approval by the Operations or Account Managers.</p> <p>Presentation of Provision of Service Agreements to the State Manager for review and approval / sign off.</p> <p>Liaison with security contractors to collate required supporting information including copy of the current pay instrument.</p> <p>Establish and maintain security contractor files, inclusive of;</p> <ul style="list-style-type: none"> • evidence of current insurance and workers compensation cover, • currency of Security Licence, • completed quarterly Security Contractor Declaration Forms are received for each security contractor • records of reports on contractor employee inductions, • incident statistics for contractor employees working at Wilson Security sites. <p>Advise Operations or Account Managers of contract renewal requirements.</p> <p>On a weekly basis update the Security Contractor Register maintained by the National Security Contractor Coordinator.</p> <p>Ensure contractors receive the relevant Wilson Policies and Procedures and updated versions as they occur.</p>
Workplace Managers	<p>Identify any new Security Contractors required to support the state or territory business operations.</p> <p>Review and verify that proposed contractors meet all Wilson Group / Security contractor requirements, prior to being submitted to the state manager for approval.</p> <p>To determine if the proposed contractor has safe systems of work established.</p> <p>Establishment of the Wilson Security Contractor Start-up Pack, which is inclusive of;</p> <ul style="list-style-type: none"> • Verifying contractual and scope of work requirements, • Wilson Security contractor employee training materials related to working for Wilson Security, • Contractor reporting requirements, <p>Conducting scheduled reviews/audits of contractor operations, (The frequency of review/audits will be based on the number of contractor employees being used, volume of work, level of risk and /or location of the contractor's operations.).</p> <p>In conjunction with HR Advisor (where relevant), review state reporting of contractor performance, e.g.: issues associated with contractor non-conformances and customer complaints related to contractors.</p> <p>In conjunction with HR Advisor (where relevant), review security contractor files to verify that the requirements of this procedure are met. (A review of a sample of not less than 3 of the current contractors should be conducted in each state annually. Records of reviews will be maintained.)</p> <p>Ensure that there are no contractual obligations prohibiting the use of security contractors prior to commencement at any Wilson Security site.</p> <p>Ensure that all security contractor personnel have completed required induction and site training material prior to commencing at the designated Wilson Security site (exception will be where on the job induction is part of the accepted site practice).</p>

SECURITY CONTRACTOR MANAGEMENT PROCEDURE

Site Supervisor	<p>The Site Supervisor should not treat contracted employees any different to direct (or other) personnel.</p> <p>The Site Supervisor should be aware of any escalation levels and contact details for contracted personnel where applicable.</p> <p>Ensure contracted personnel (as with all employees) are formally informed of their role and delegated responsibilities.</p> <p>To be aware of contractual arrangements established for contractor personnel.</p> <p>Ensure all contract activities are carried out in a safe and healthy manner.</p> <p>Communicate changes in tasks or conditions affecting contracted employees through the relevant escalation procedures.</p> <p>Ensure all contractor activities are carried out in a safe and healthy manner.</p> <p>Ensure contractors are formally informed of their role and delegated responsibilities.</p> <p>Issue all relevant site safety rules, inductions and regulations to the contractor.</p> <p>Ensure that all contractors are equipped with required PPE.</p> <p>Ensure that all contractors have participated in Site Induction and familiarisation programs.</p> <p>Ensure that contractors are appropriately licensed and qualified for the position they are assigned to.</p>
Security Contractor	<p>Establishing and Maintaining safe systems of work.</p> <p>Ensure that all employees have participated in the Wilson Security and relevant site Inductions.</p> <p>Undertake a site/location hazard and risk assessment and provide security contractor workers with details of controls needed to prevent incidents or injuries.</p> <p>Ensure that all Wilson Security and legislative requirements are met and that permits to work are obtained (where required) and signed.</p> <p>Ensure that staff establishes contact with the Wilson Security representative upon initial arrival at the site.</p> <p>Maintain regular contact with the Wilson Security Representative in accordance with the conditions of the Provision of Services Agreement.</p> <p>Ensure that all contractor employees have the appropriate licences and qualifications for the tasks they are assigned to.</p> <p>Ensure that company security licences and insurances are maintained for the locations work is to be performed.</p> <p>Ensure that contractor employees are suitably attired and present for work in accordance with Wilson Security requirements.</p> <p>Ensure all contractor employees are aware of Wilson Security's safety rules and regulations by way of an induction program.</p> <p>Ensure all incidents are reported to the Wilson Security Representative and that all serious incidents are investigated using Riskware.</p> <p>Provide information as required to correctly allocate qualified personnel to site locations.</p> <p>Provide performance reports as required in the Provision of Services Agreement.</p> <p>Ensure the completion of a Security Contractor Declaration Form is completed quarterly covering the previous quarterly period.</p> <p>Ensure that all staff is paid in accordance with the relevant pay instrument and that all entitlements are paid within the required timeframe.</p>

5 PROCEDURE

5.1 Sourcing Contractors

- Workplace Managers that identify security contractors for approval must ensure that:
 - The security contractor has the ability, experience and geographic coverage necessary to support Wilson Security's requirements including operating from a dedicated office and having the necessary systems and processes in place to support the rostering, operational management and coverage of personnel.
 - Does not have adverse findings that may affect the company or its customer's reputation by having Company checks conducted on the Security Contractor Company, its directors and company officers by requesting a check be conducted through the National Credit Manager or National Security Contractor Coordinator. Requests should include Security Contractor Company Name, ACN or ABN, address and any names of company officers known.
- All security contractors are subject to the following approval processes prior to engagement;
 - The contractor has submitted signed and completed the following forms;
 - **Security Contractor Evaluation Form**
 - **Security Contractor Declaration Form**
- The above forms should include all relevant supporting documentation such as; insurances, (a minimum of \$10 million dollars public liability, professional indemnity (where applicable), workers compensation) and verification of their safety systems, risk management plans, and maintenance programs.
- A current copy of the security contractor's security master licence must be provided.
- A current copy of the security contractor's labour hire licence must be provided in applicable State/Territories. Where the contractor is claiming an exemption, written evidence from the relevant licencing agency must be submitted and a full review of the contractor's activities conducted for a risk based decision on acceptance.
 - In regions where labour hire licencing laws exist, Regions must conduct regular reviews (minimum every six (6) months) on activities provided by the contractor to ensure they are compliant with current laws.
- Workplace Managers must review the completed documents listed above and when satisfied the security contractor is able to perform the intended scope of work in a safe, legal and competent manner, submit to the State Manager for review and approval. Documents relevant to the security contractor and associated contractor information shall be stored in the Wilson Security State Office.
- The review of security contractor company information is to consider the result of the company check and that the company entity that is licenced under the company security licence, listed on the insurance certificates of currency and invoiced under must match. Any variation to the company or business names across master licences, company checks and insurance certificates are to be escalated to the State Manager.
- HR Advisors are to conduct a review of the security contractor's industrial instrument against the proposed rates to be charged and the work to be performed. The result of this review is to be communicated to the GM Human Resources and the relevant State Manager. The State Manager will consider the result of this review before appointing any new security contractor.
- Security Contractors shall not be approved by the State Manager and registered as an approved Security Contractor until the Security Contractor Evaluation Form and supporting documentation is submitted and reviewed and an inspection of the proposed contractor's operations has been completed. Where it is decided that a contractor has satisfied all the requirements for appointment and sections 1 and 2 of the **Security Contractor Review Checklist** are completed by the State Contractor Coordinator, the State Manager can appoint the security contractor as a Wilson Security preferred supplier by signing the appropriate section of the **Security Contractor Evaluation Form**. Where a security contractor has not met the above requirements, approval must be sought from the CEO or the Chief Operating Officer - Security who will review the risks associated with the request and determine whether or not to approve their use.

SECURITY CONTRACTOR MANAGEMENT PROCEDURE

- The appropriate training/qualifications required for Wilson Security employees evaluating HSE qualifications for contractors via the **Security Contractor Evaluation Form** are either qualifications or experience of the following:
 - Diploma in Security & Risk Management
 - Diploma in HSE
 - Operations Manager with 3 years' experience
- In house training – delivered via the Wilson Induction, Contractor Management, or the HSEQ Management Team. Once a contractor is approved, the relevant details shall be recorded in the Wilson Security Contractor Management System by the State Contractor Coordinator.

5.2 Contractor Entity Identification and Use of Trusts

- The entity type of a contractor must be determined and captured on the *Contractor Evaluation Form*.
- Entity types range from Company, Trust, Sole Trader / Individual, Body Corporate and Partnership
- If the entity is a Trust (or trustee of a trust) the following further checks must be undertaken to reduce liability and provide assurances to the Business. Each contractor operating as a Trust will be evaluated separately with approval given at the discretion of the State/Regional Manager.
 - Obtain the Trust Deed to determine the holding company or associated entity
 - Ensure the Trust is registered for GST as appropriate for size and level of work
 - Ensure the Trust is issuing the invoices and payslips
 - Ensure the Trust is the owner of any Enterprise Agreements or Awards if the contractor is paying under an instrument other than the Modern Award
 - Ensure full credit checks on the entity and Directors are conducted by the Credit Manager or National Security Contractor Coordinator with no adverse findings and the entities listed are legally related

5.3 Investigations on Contractor Company Structure

- The Provision of Services Agreement details the legal entity of which Wilson Security has a legal binding agreement with.
- Any documentation produced by the contractor in conflict with the entity name and ABN must be flagged and investigated immediately. Examples of such include:
 - Invoices
 - Licences & Insurances
 - Changes in Company Name
 - Use of a payroll company
- Other occurrences which give rise for an investigation to occur include:
 - Change in company structure
 - Change in company name
 - Change of directors / shareholders

5.4 Third Tier Contracting & Payroll Companies

- Wilson Security Pty Ltd does not endorse the use of third tier contracting – this is stipulated in the *Provision of Services Agreement*
- Payroll companies are only approved for administration purposes only. If the contractor is using a payroll company, confirmation must be sought that the licensed entity is also the employing entity.
- This can be determined by viewing an unedited payslip of an employee and checking the entity name and ABN number of the paying entity.

SECURITY CONTRACTOR MANAGEMENT PROCEDURE

5.5 Provision of Services Agreement

- The *Wilson Security Provision of Services Agreement*, which covers the contracted work, will vary in detail depending on the nature and size of the proposed activity. This contract must be completed and signed by all parties and before the contractor can commence at any Wilson Security site. The Provision of Services Agreement may act as a head agreement and specific site agreements may be required.
- Contracts will be developed and submitted in consultation between the Operational Managers, State Manager and the State Contractor Coordinator.
- Only State Managers and Regional General Managers can sign a Provision of Services Agreement or a Site-Specific Agreement.
- Contract extensions must be approved through the requisite checks including full entity and Director credit checks and the execution of a new *Provision of Services Agreement*.
- The State Manager or designated person is required to review the draft Provision of Services Agreement and KPI's/expectations for suitability to ensure they do not adversely influence the contractor to breach Australian Consumer Law or other law as applicable.

5.6 Contractor Establishment

- When a security contractor has been approved for use they must be provided with the Wilson Security key policies and procedures, reporting requirements and templates.
- A schedule of licence and insurance renewals will be input into the Security Contractor Management System to ensure that current compliance documentation is held by Wilson Security. The Security Contractor Management System will manage the process of communicating to the security contractors when updated information is required. State Security Contractor co-ordinators will follow up non-conformance to tasks allocated from the Security Contractor Management System.

5.7 Induction

- All Security Contractor's employees and contractors must be formally inducted, using the Wilson Security Contractor Induction Package (which may include On Line induction training), prior to commencing any work (other than planning meetings) for Wilson Security. Records of inductions must be maintained by the Security Contractor. It is the responsibility of the contractor to ensure that inductions are conducted in accordance with contractual arrangements.
- Where the Security Contractor worker is working under the supervision of Wilson Security, they must be given a specific workplace/site induction with information on emergency evacuation, workplace layout, safe work procedures, and job instructions, in addition to the Wilson Security Contractor Induction. This area-specific induction is to occur each time the security contractor worker commences a new job. Records of this induction must be maintained using the **Contractor Training/Competency Record**.
- Where the Security Contractor is providing services on behalf of Wilson Security and supervising their own workers, the Security Contractor must provide its workers with a specific workplace/site induction with information on emergency evacuation, workplace layout, safe work procedures, and job instructions, in addition to the general Wilson Security Contractor Induction. Records of specific workplace/site inductions must be retained for each worker assigned to the workplace.
- The general safety induction will remain valid for a period of one year after which refresher training is required to be completed.
- At induction, a *Health and Safety Induction Checklist* for Contractors must be completed for all contractors working for Wilson Security. The record must be retained at the security branch office.

5.8 Assignment Instruction Requirements:

- Workplace Managers must ensure that security contractor employees have access to Assignment Instructions (or equivalent; such as Post Orders, SOPs, Work Instructions, Patrol Briefs etc. which include a Risk Assessment or Safe Work Method Statement) relevant to the tasks being undertaken.

SECURITY CONTRACTOR MANAGEMENT PROCEDURE

- Where a site is under the direct control of the Security Contractor, copies of Assignment Instructions (or equivalent; such as Post Orders, SOPs Work Instruction, which include a Risk Assessment or Safe Work Method Statement) relevant to the tasks being undertaken by the contractor's workers must be forwarded to the Wilson Security Workplace Manager responsible for the site for review.
- Any identified deficiencies or training requirements must be followed up with the Security Contractor to ensure they are addressed.
- Copies of Contractor Assignment Instructions and associated training records must be retained in the contractor's files.

5.9 Supply, Use and Maintenance of Contractor Plant and Equipment:

- Unless agreed by the Workplace Manager, Contractors must supply and maintain to a safe standard all plant and equipment specified in the **Provision of Services Agreement**, or the **Specific Site Agreement** (including items of PPE, note: all contractor supplied PPE must conform to the relevant Australian/New Zealand Standards)
- All plant and equipment supplied for use by a security contractor or contractor employees must be fit for purpose and maintained in accordance with Australian/New Zealand Standards and comply with relevant State and Federal legislation
- Security Contractors or their workers must possess the appropriate licensing, qualifications and competency to operate plant and equipment in a safe manner. Where necessary Site Supervisors or Workplace Managers may request documented evidence of training and competency. Such training is to be recorded in the site training matrix.
- Mobile plant supplied by Security Contractors must meet the following criteria:
 - Designed and constructed in accordance with Australian/New Zealand Standards
 - Where applicable, registered with the relevant government authority (e.g. Transport Authorities)
 - Maintained and serviced on a periodic basis in accordance with established schedules
 - Inspected each day before use (minimum) and supported by an established system to identify, record and correct defects prior to resumption of operation.
 - Plant must be insured. (Copies of insurance policies may be requested)
- Portable ladders supplied for use by a contractor must be designed and constructed in accordance with AS 1892;
- Electrical equipment supplied for use by a contractor must be tagged and tested in accordance with AS 3760;
- Firearms and other items that meet the meaning of a Company Weapon where provided by the contractor are only to be with the written consent of the Wilson Security Workplace Manager responsible for the site contract, the supply and use must comply within the requirements of relevant State and Federal legislation and the **Wilson Security Company Weapons Procedure**.

5.10 Supply and Use of Hazardous Substances and Dangerous Goods:

- Site Supervisors must authorise any Hazardous Substance or Dangerous Good supplied by a contractor prior to use;
- Site Supervisors must ensure the following documentation is provided by the contractor prior to authorising the use of a Hazardous Substance or Dangerous Good:
 - A current MSDS (i.e. with an issue date within the last 5 years);
 - A risk assessment for the proposed use of the substance, including safe methods for the use, handling, actions on a spill, and/or storage of the substance;
- All substances used on site must be correctly labelled and kept to minimal volumes – Security Contractors must ensure residual volumes of chemicals and containers are removed from the site upon completion of work.

SECURITY CONTRACTOR MANAGEMENT PROCEDURE

- Risk assessments and any safe working instructions are to be maintained on site and available for reference by staff.

5.11 Supervision and Monitoring of Security Contractors:

- Site Supervisors and Workplace Managers must ensure Security Contractors are subject to an appropriate level of monitoring and supervision. As a minimum this must include periodic (*to be specified in the **Provision of Services Agreement***) observation / liaison to ensure compliance with all prescribed contract and safety requirements (e.g. those outlined in Risk Assessments, Permits to Work and/or SOPs, Assignment Instructions and Contract KPI's);
- Where possible, Site Supervisors, Workplace Managers and other Wilson Security workers, as determined, should document the monitoring and supervision of Security Contractors via completion of one or more of the following processes:
 - Inspections;
 - Audits;
 - Toolbox talks;
 - Reports on agreed performance indicators;
 - Records of Training; and
 - Records of Incidents and accidents.

Note: For the purpose of documenting and assessing Security Contractors, refer **OHS Hazard & Risk Management Procedure** must be followed.

- All Wilson Security workers, including security contractors, have the responsibility to immediately cease work where the immediate safety of any person is jeopardized.

5.12 Review of Security Contractors

- Workplace Managers must ensure Security Contractors are subject to an annual review (where practical); as a minimum, the annual review process must require the Security Contractor to submit a new **Security Contractor Evaluation Form**. This form is used by the State Manager to give final sign off authorising approval/non-approval for use of the contractor.
- Where a Security Contractor fails to demonstrate an appropriate level of service delivery, safety management, licence or insurance coverage, the Workplace Manager must initiate the immediate removal of the contractor from the preferred list of contractors and ensure that the National Security Contractor Register is updated Contractor is also to be removed from operating systems such as WILSAR and Powerforce / Workbuddy.

5.13 Security Contractor Audits

- Where possible all contractors providing regular manpower services should be audited based on risk.
- The State Manager in conjunction with the State Operations Manager and State Patrols Manager are responsible for putting together the audit schedule each calendar year based on risk to the Business
- The audit timeline should be established at the commencement of each year with contractors receiving written notification of intent to audit at least 5 business days prior to the audit in line with the Provision of Services Agreement (email notification will suffice as written notification).
- Pre-emptive notification to security contractors of the randomly selected samples of contractor personnel to be audited should be avoided to ensure transparency and avoid potential for fabrication of records.
- An authorised representative from the State (as approved by the State/Regional Manager) is to conduct the audit using the subcontractor audit template on Riskware. Senior Human Resource Advisors are to be part of the audit team where the audit relates to industrial / payment instruments.
- Audit results are to be recorded directly into Riskware. Where Riskware access is not available at the time of audit, the results of the audit are to be recorded on the Security Contractor Audit (Hardcopy Working Document) and entered into Riskware at the earliest opportunity along with any supporting information.

SECURITY CONTRACTOR MANAGEMENT PROCEDURE

- At the completion of the audit, any corrective actions are to be noted and a corrective action register created within Riskware which includes the target dates of completion and person responsible for each action.
- Preparatory work required before each audit is:
 - A copy of the Industrial Agreement/s the contractor operates under;
 - Review of any previous audits conducted including corrective actions and previous sample employees.
 - Selection and identification of contractor personnel that has performed work for Wilson Security selected across a spread of different work environments
 - for Contractors who employ less than 100 employees – select 5 sample security officers
 - For Contractors who employ more than 100 employees – select 10 sample security officers
 - Have copies of the paid invoices from the contractor for the period that the identified contractor personnel performed the work invoiced;
 - Review the selected sample security officers against the Wilson Security Induction training completed by contractor personnel to ensure that the sample staff have undergone Induction and
 - Identify the Current contractor charge rates for nominated Wilson sites relevant to the selected subject employees.
- Audit findings are to be completed and discussed with the State Manager and escalated as appropriate.

5.14 Security Contractor Declaration Form

The **Security Contractor Declaration Form** is to be completed upon appointment of a new security contractor and quarterly for the preceding quarter period for the life of the agreement.

5.15 Reporting Security Incidents

All Security related incidents must be recorded on a Wilson Security, **Security Incident Report** either in Hardcopy or Electronic Form in line with the requirements relevant to the site contractor staff are working.

5.16 Reporting of Incidents

All incidents resulting in injury to any person or property damage must be reported immediately to the Wilson Security Representative and details of the accident / incident recorded Wilson Security's, **Incident Report Form** (see **Incident Investigation and Corrective/Preventative Action Procedure**). The report must be forwarded within 24 hours of the incident occurring to the National Operations Centre.

5.17 Reporting of Customer Complaints, Non-Conformances and / or Service Delivery Failures

All customer complaints, non-conformances and/or service delivery failures identified by the contractor or the contractor's employees must be recorded in a Riskware, **Management Action Report** and assigned to the Workplace Manager for actioning.

5.18 Engagement of Emergency Security Contractors

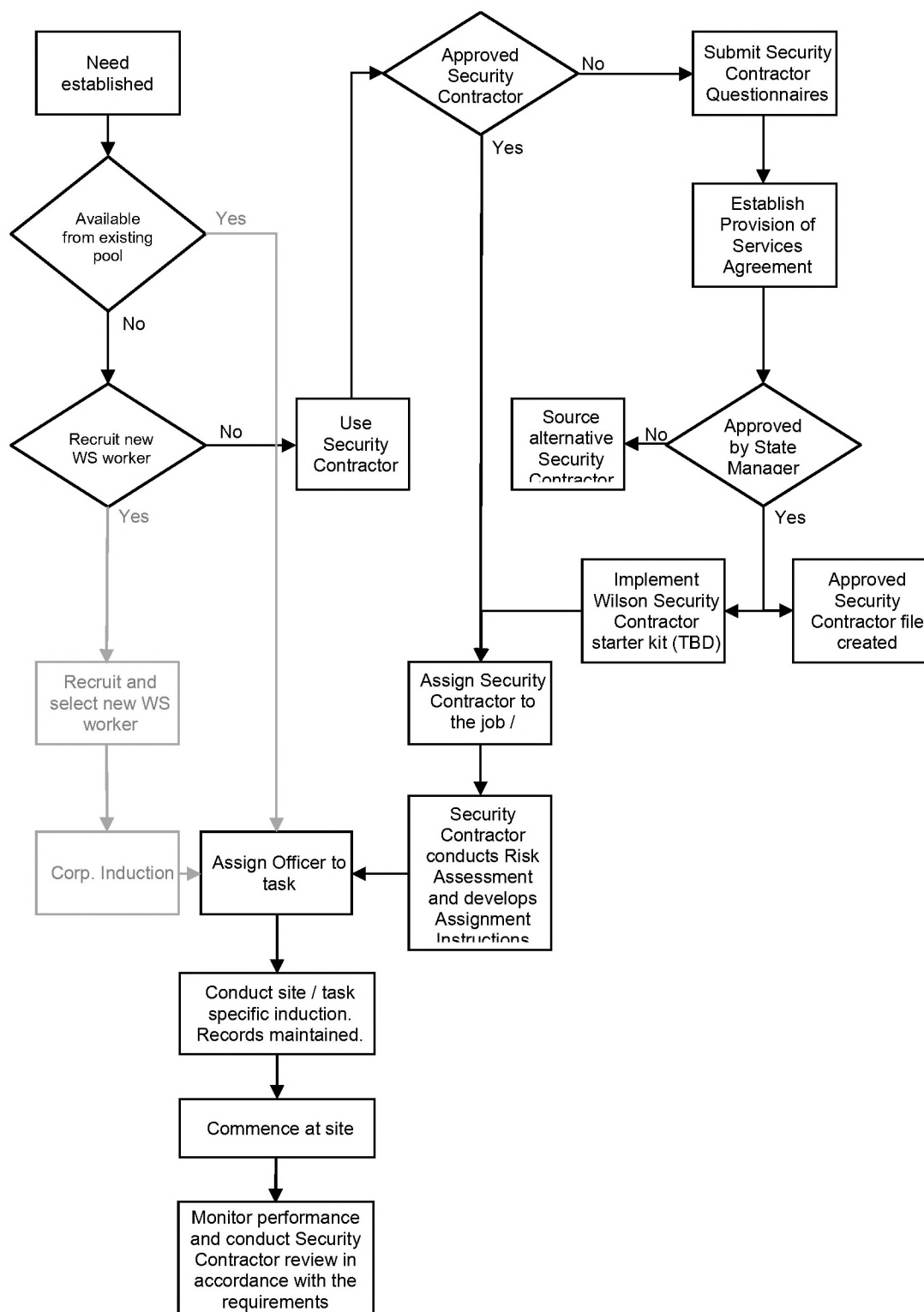
- The appointment of Security Contractors in the event of an emergency may not be subject to formal approval processes and may be engaged in the event of an emergency situation whereby the services of the contractor are essential to ensure:
 - The immediate health and safety of any person;
 - The immediate prevention of environmental harm;
 - The immediate protection/preservation of property, plant or equipment.

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SECURITY CONTRACTOR MANAGEMENT PROCEDURE

- In such circumstances verbal authorisation must be sought from the State Manager prior to the appointment of the Security Contractor to the emergency.
- Where appropriate, Workplace Managers with the approval of the State Manager may initiate the formal approval of the Security Contractor following control of the situation – This process may be undertaken in accordance with section 4.1 of this procedure.

6 PROCESS FLOW



SECURITY CONTRACTOR MANAGEMENT PROCEDURE

7 DOCUMENTATION / RECORDS

Document Title	Record Location	Min. Retention Period	Destruction Method
Security Contractor Evaluation Form	Administration Files	Term of Contract + 10 Years	Shred
Security Contractor Declaration Form			
Operational Risk Assessment			
Security Contractor Review Checklist			
Approved Security Contractor Register			
Provision of Service Agreement			
General Safety Induction Checklist for Contractors			
Contractor Training / Competency Record			
All documents provided by a Security Contractor for the purposes of eligibility to become an approved provider of Security Service			
Security Contractor Audit Form			
Health & Safety Contractor Induction Checklist	Security Branch	10 years	Shred

Issue No.	Date of Issue.	Amendment	Prepared By	Approved By
0	01/10	Original issue		
1	06/12	Changes to formatting and numbering		
2	06/13	Inclusion of reference to supporting documents in section 4.1 and change to submission of contractor requirements for the Statutory Requirements Declaration, deletion of example documents.		
3	12/14	Inclusion of requirement to complete the Health and Safety Checklist		
4	07/15	Complete review, update and inclusion of contractor audit requirements. Includes input from HR and HSE.		
5	02/16	Enhancements to the audit process of Contractors		
6	02/17	Removal of training competency record requirement. Removal of \$10k reference.		
7	10/17	Inclusion of training requirements/expectations of employees reviewing the HSE component of the Security Contractor Evaluation Form		
8	07/18	Inclusion of trust information and labour hire licencing laws		
9	09/19	Updated to providing contractors Wilson policies and procedures and establishment of KPIs		

Re: Urgent - Seeking contact

From: Katrina Currie (DEDJTR) <Personal Informa@ecodev.vic.gov.au>
To: Greg Watson [REDACTED]
Date: Sat, 28 Mar 2020 08:03:16 +1100

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

Thanks Greg. We are awaiting advice this morning. I have just spoken with [REDACTED]. I will get back to you once I know more.

Kind regards

Katrina

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From: Greg Watson [REDACTED]
Sent: Saturday, March 28, 2020 7:57:38 AM
To: Katrina Currie (DEDJTR) <Personal Informa@ecodev.vic.gov.au>
Subject: RE: Urgent - Seeking contact

Good Morning Katrina

I have just received your email below in regarding to seeking urgent assistance. By way of introduction I am the General Manager for Victoria and we do have spare capacity to assist your department. I am available at any time on [REDACTED] to discuss. In particular we would like to understand the scope of work and duties required so we can make an informed assessment about staff selection, specialist requirements and a thorough risk assessment and provision of PPE.

As a current provider to government we would be willing to assist in any way we can at this challenging time.

Regards Greg

Greg
 General Manager Regional Operations

Watson



Wilson Security

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ANNIVERSARY

Level 3, 6 English Street
 Essendon Fields VIC 3041
 Australia



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From: "Katrina Currie (DEDJTR)" <Personal Informa@ecodev.vic.gov.au>
Date: 27 March 2020 at 11:45:51 pm AEDT
To: [REDACTED]
Subject: Urgent - Seeking contact

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

Dear [REDACTED]

I am seeking urgent advice from Wilson's Security on their capacity to support a security response to quarantine measures associated with COVID-19 being implemented from tomorrow night 28 March 2020 for travellers returning to Australia through Melbourne Airport.

Please contact me URGENTLY on [REDACTED] tomorrow to discuss options/support.

Kind regards

Katrina Currie

Katrina Currie

Executive Director | Employment, Inclusion

Department of Jobs, Precincts and Regions

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

T: Personal Inform | M: Personal Informa

Personal Informa@ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



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RE: Proposal for Quarantine Works

From: Katrina Currie (DEDJTR) <Personal Information@ecodev.vic.gov.au>
To: Greg Watson [REDACTED]
Cc: Cameron Nolan (DEDJTR) <Personal Information@ecodev.vic.gov.au>, Nick Frangoulis [REDACTED] David Clements (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Date: Mon, 30 Mar 2020 09:59:20 +1100

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Hi Greg

We have heard this morning that the flight from Sri Lanka will have far fewer numbers – 137 passengers. This means a reduced security presence will be required at the hotel today with fewer floors occupied. I approve your pricing structure but note that reduced security staffing numbers will be required today, impacting on total costs.

Given the currently moveable state of incoming passengers, I am authorising Wilson's proposal for the first hotel only at this time – and not all three as yet.

I will call shortly to discuss but am in back to back meetings until about 11am.

Kind regards

Katrina

From: Greg Watson [REDACTED]
Sent: Monday, 30 March 2020 9:10 AM
To: Katrina Currie (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Cc: Cameron Nolan (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Nick Frangoulis [REDACTED]
Subject: RE: Proposal for Quarantine works

Good Morning Katrina

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

Regards Greg

Greg

Watson

General Manager Regional Operations



Level 3, 6 English Street
 Essendon Fields VIC 3041
 Australia

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M
E
W** [REDACTED]
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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>; Nick Frangoulis [REDACTED]
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 [REDACTED]

Regards Greg

Government of Victoria, Victoria, Australia.

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FW: Proposal for Quarantine Works

From: Greg Watson [REDACTED]
To: Shaun Hogan [REDACTED]
Cc: [REDACTED]
 [REDACTED] Nick Frangoulis [REDACTED], Chris Goodall
 [REDACTED]
Date: Thu, 02 Apr 2020 13:01:32 +1100

Hi Shaun

Pls see mobilisation times for Pan Pacific tomorrow at 0700 and Park Royal from 0700 on Saturday.

Pls advise if you require our assistance to mobilise TSH, AMG and Signal88. We are happy to help however don't wish to crossover the comms lines. Let us know pls.

Park Royal - we are rostering airport personnel for Saturday so the plan is for your team to have a ready made workforce waiting for the management overlay to take over.

I have also commenced talks with ISS today re the provision of additional people to reinforce our coverage capability.

Let me know what you need.

Regards Greg

Greg
 General Manager Regional Operations

Watson



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From: Personal Information (DEDJTR) [mailto:Personal Information@ecodev.vic.gov.au]
Sent: Thursday, 2 April 2020 12:49 PM
To: Greg Watson [REDACTED]
Cc: Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Katrina Currie (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Subject: RE: Proposal for Quarantine Works

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Thanks Greg. We will require you from 7am tomorrow. It will likely also be 7am on Saturday but I will confirm.

Personal Information

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

djour.vic.gov.au

jobs.vic.gov.au



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From: Greg Watson [REDACTED]
Sent: Thursday, 2 April 2020 12:33 PM

To: [Personal Info] (DEDJTR) <[Personal Info]@ecodev.vic.gov.au>
 Cc: [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Katrina Currie (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
 Subject: RE: Proposal for Quarantine Works

Hi [Person]

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

General Manager Regional Operations



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From: Greg Watson
 Sent: Thursday, 2 April 2020 12:30 PM
 To: [Personal Info] (DEDJTR) <[Personal Info]@ecodev.vic.gov.au>
 Cc: [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Katrina Currie (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
 Subject: RE: Proposal for Quarantine Works

Hi [Person]

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: [Personal Info] (DEDJTR) [mailto:[Personal Info]@ecodev.vic.gov.au]
 Sent: Thursday, 2 April 2020 11:51 AM
 To: Greg Watson
 Cc: [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; [Personal Information] (DEDJTR) <[Personal Information]@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 [Personal Information]

[Personal Info]

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

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

T: [Personal Information] | M: [Personal Information]

Personal Info [REDACTED]@ecodev.vic.gov.au

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From: Greg Watson [REDACTED]
Sent: Thursday, 2 April 2020 9:28 AM
To: Personal Info (DEDJTR) <Personal Info [REDACTED]@ecodev.vic.gov.au >
Subject: RE: Proposal for Quarantine Works

Thank you [REDACTED] - I will wait to hear from you.

Regards Greg

Greg

Watson

General Manager Regional Operations



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From: Personal Info (DEDJTR) [mailto:Personal Info [REDACTED]@ecodev.vic.gov.au]
Sent: Thursday, 2 April 2020 9:25 AM
To: Greg Watson [REDACTED]
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.

Personal Inform

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

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From: Greg Watson [REDACTED]
Sent: Thursday, 2 April 2020 8:25 AM
To: Personal Information (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 from 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

Watson

General Manager Regional Operations



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

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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.

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Department of Jobs, Precincts and Regions

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

Sent: Monday, 30 March 2020 11:27 AM

To: **Personal Inform** (DEDJTR) <**Personal Inform** [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au) >

Subject: FW: Proposal for Quarantine Works

From: Greg Watson

Sent: Sunday, 29 March 2020 9:34 PM

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

Cc: Cameron Nolan (DEDJTR) <**Personal Inform** [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au) >; Nick Frangoulis

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

Regards Greg

Greg

Watson

General Manager Regional Operations



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Re: BUMP INTO MERCURE - 5 April 2020

From: Gonul Serbest (DEDJTR) <gonul.serbest@global.vic.gov.au>
To: Greg Watson [REDACTED]
Cc: [REDACTED] (DEDJTR) [REDACTED]@ecodev.vic.gov.au>, David Clements (DEDJTR) [REDACTED]@ecodev.vic.gov.au>, Katrina Currie (DEDJTR) [REDACTED]@ecodev.vic.gov.au>, [REDACTED] (DEDJTR) [REDACTED]@global.vic.gov.au>, [REDACTED] (DEDJTR) [REDACTED]@global.vic.gov.au>
Date: Sat, 04 Apr 2020 21:02:13 +1100

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Fantastic - thanks Greg

Warm regards
 Gönül

Gönül Serbest
 Chief Executive Officer | Global Victoria
 Level 33, 121 Exhibition St., Melbourne, Victoria 3000
 T: [REDACTED]
 W: global.vic.gov.au

From: Greg Watson [REDACTED]
Sent: Saturday, April 4, 2020 8:59:32 PM
To: Gonul Serbest (DEDJTR) [REDACTED]@global.vic.gov.au>
Cc: [REDACTED] (DEDJTR) [REDACTED]@ecodev.vic.gov.au>; David Clements (DEDJTR) [REDACTED]@ecodev.vic.gov.au>; Katrina Currie (DEDJTR) [REDACTED]@ecodev.vic.gov.au>; [REDACTED] (DEDJTR) [REDACTED]@global.vic.gov.au>; [REDACTED] (DEDJTR) [REDACTED]@global.vic.gov.au>
Subject: RE: BUMP INTO MERCURE - 5 April 2020

Hi Gonul

No problem - I have contacted our teams and they are hitting the phones to change the staff to the Mercure and increase the numbers. We had 22 ready for Park Royal so we will top up with another 11 - already organised.

We had two managers ready to roll in the morning and they will switch over and I will also come in at 1100 to be on site and available.

We will make all the necessary arrangements and I will see you tomorrow.

Regards Greg

Greg
 General Manager Regional Operations

Watson



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From: Gonul Serbest (DEDJTR) [REDACTED]@global.vic.gov.au]
Sent: Saturday, 4 April 2020 8:48 PM
To: Greg Watson [REDACTED]
Cc: [REDACTED] (DEDJTR) [REDACTED]@ecodev.vic.gov.au>; David Clements (DEDJTR) [REDACTED]@ecodev.vic.gov.au>; Katrina Currie (DEDJTR) [REDACTED]@ecodev.vic.gov.au>; [REDACTED] (DEDJTR) [REDACTED]@global.vic.gov.au>; [REDACTED] (DEDJTR) [REDACTED]@global.vic.gov.au>
Subject: BUMP INTO MERCURE - 5 April 2020

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Hi Greg

Good to chat tonight, much appreciated!

Just confirming that we will now be bumping into the Mercure Welcome, 265 Little Bourke St, Melbourne 3000 and not Park Royale at airport.

Bump in time will be 12pm and we will need 33 staff. We will have 10 floors that require 24hr watch with 3 staff on each floor and 3 staff downstairs managing arrivals and parcels etc.

I'll be on site tomorrow **Personal Information** with my colleague **Personal Information**

Warm regards
Gönül

Gönül Serbest
Chief Executive Officer | Global Victoria
Level 33, 121 Exhibition St., Melbourne, Victoria 3000
T: **Personal Information**
W: global.vic.gov.au

Re: Planning

From: Katrina Currie (DEDJTR) <[REDACTED]@ecodev.vic.gov.au>
To: Greg Watson [REDACTED]
Date: Sat, 28 Mar 2020 16:53:26 +1100

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Hi Greg

It is likely to be a staggered start. Will come back to you with more details once I have them.

Kind regards

Katrina

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From: Greg Watson [REDACTED]
Sent: Saturday, March 28, 2020 4:49:42 PM
To: Katrina Currie (DEDJTR) <[REDACTED]@ecodev.vic.gov.au>
Subject: Planning

Hi Katrina

I am convening a planning meeting by teleconference with our senior management team at 5 pm to work through the logistics and our response capability. I will come back to you as soon possible after that.

As a query do you anticipate a staggered start as in certain hotels will come on line first and the others to follow, or will all activate at the same time? If there are any priority areas it would be helpful to know for our planning.

Regards Greg

Greg
 General Manager Regional Operations

Watson



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Proposed Quarantine Support Services

From: Greg Watson [REDACTED]
To: Katrina Currie (DEDJTR) [REDACTED] Personal Information @ecodev.vic.gov.au>
Cc: Nick Frangoulis [REDACTED]
Date: Sun, 29 Mar 2020 08:15:56 +1100

Good Morning Katrina

Last night our senior management team conducted a high level review of risk control issues, logistics and operational delivery matters based on our current understanding of the scope of work. I have included our CEO Nick Frangoulis in this email as Nick has been fully involved in our planning. While Wilson Security wants to support the Victorian government in implementing the services and we are flexible in working collaboratively, there are a number of questions that have arisen which affect our capacity to deliver the services. At this stage, the metropolitan sites are within our capability however it would exhaust our resources to assist in regional areas.

At the earliest opportunity and in the context of the very short timeline to transition the services, we would seek to review each hotel regarding scope of works, risk to staff, risk to public in regards person(s) leaving the hotel and violating the quarantine conditions.

Wilson Security would seek to implement the following:

- * Risk assessment for each location we are engaged at, view floors all entry and egress points, and possible escape points- Charge for consultations
- * Review CCTV per location to determine possibility to remotely monitor floors and person(s) behaviour and whether this is feasible for the in house security team to perform this function which would negate the need for security on each floor
- * Develop specific Assignment Instruction per site
- * Allow for coverage of critical areas and sufficient relieving staff for toilet and lunch breaks
- * Confirm escalation protocols for VICPOL, non-compliant visitors, and disturbances within the hotel, i.e fights, altercations and domestic violence, likely VICPOL response time?
- * Confirm Dept of Health access and authority
- * Confirm escalation process for medical emergency, who attends, process on person being taken by ambulance to hospital
- * Communication protocol with government representative presence at the site(s)
- * Food and welfare support of persons, who vets deliveries, what is permitted, how is this delivered to room, risk of exposure to staff eg With our recent deployment in Japan for the Diamond Princess cruise ship, people under quarantine made frequent use of on line food deliveries delivered to their hotel
- * Wilson security endeavours to supply PPE, face masks, hand sanitizer etc, Is the Government able to assist in securing supply on a timely basis if Wilson sources cannot supply in the longer term
- * Proposed roll out of locations and timings to allow for risk review, planning, and creation of Assignment Instructions.

Case Study:

Wilson Security very recently provided security and support services in a location abroad for passengers coming off a cruise ship. Security was deployed for access control and perimeter security.

Occupants of the quarantine hotel, were released at the end of their stay in three ways:

1. 1. Admitted to hospital because they had been tested and confirmed with the virus,
2. 2. They had been in contact with someone who was confirmed with the virus and had to remain isolated
3. 3. Allowed to go home because they tested clear.

We believe there would be merit in discussing key learnings from our experience in Japan if this is possible.

Wilson Security would deploy as part of its operating structure and protocols:

1. 1. A supervisor per hotel who is essentially the manager and point of liaison for govt/health dept.
2. 2. Separate and specific deeds of confidentiality signed by each officer.
3. 3. Enforcement of a strict media policy.

Questions for further clarification:

- * Scope of work required to determine licencing requirements and what other roles fulfilled by non security staff could be delivered to supplement licenced guards to ensure capability of resourcing
- * Is there going to be an onsite medical advisor if not what is the escalation
- * What is the medical regime for those isolated and what if any is the expectation on security.
- * Protocols for liaison and communication with the police presence on site and expectations around escalation to Vicpol.

Katrina - apologies for all the questions however we need to clearly understand the role and scope of work to be able to provide an optimal solution and satisfy our duty of care to our staff. We have a very experienced management team ready and able to direct operations and the recent deployment to abroad provided some very significant and current experience in a very similar situation.

If we can obtain some further details we can develop a sound operational and commercial proposal for your consideration. We can also make ourselves available to meet with you or discuss by teleconference at any time over this weekend as direct discussion may be more effective to work through the many issues.

Please feel free to contact me on [REDACTED] at any time.

Regards Greg

Crowne Plaza - quarantine prep meeting

Where: Crowne Plaza Melbourne, 1-5 Spencer St, Melbourne VIC 3008
When: Sun Mar 29 16:00:00 2020 (Australia/Sydney)
Until: Sun Mar 29 17:00:00 2020 (Australia/Sydney)
Organisers: Cameron Nolan (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Required Attendees: Greg Watson [REDACTED]

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Hi all

This meeting is to start preparing Crowne Plaza for the arrival of quarantined guests. We are working with Australian Border Force to get details on arrival loads and times, but this meeting will start preparing on the assumption that guests will arrive from Monday onwards.

In attendance will be representatives from:

- * Victorian Government (Department of Jobs, Precincts and Regions) with support from Dnata
- * Crowne Plaza
- * Wilsons Security
- * Victoria Police.

Adam McDonald is the Crowne Plaza GM who will be on site.

Thanks
Cam

Cam Nolan

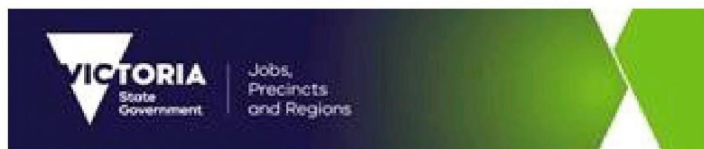
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Department of Jobs, Precincts and Regions

Level 36, 121 Exhibition St, Melbourne VIC 3000

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Fwd: Detention order and security brief

From: David Clements (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
To: Aysen Gazi (DPC) <aysen.gazi@dpc.vic.gov.au>, Shaun Hogan
 [Personal Information] adam.mcdonald@ihg.com,
 matthew.loughnan@dnata.com.au
Date: Sun, 29 Mar 2020 16:46:03 +1100
Attachments: Signed Detention Notice - page 1.pdf (904.08 kB); Signed Detention Notice - page 2.pdf (1.1 MB); Security in hotels - roles and responsibilities.docx (159.6 kB)

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From: Cameron Nolan (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Sunday, March 29, 2020 4:43:16 PM
To: David Clements (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Subject: Detention order and security brief

David – see attached:

- * The signed detention order (the pdfs)
- * Our suggested brief that DHHS should complete and give to the security companies. DRAFT and needs completion by DHHS.

Thanks
 Cam

Cam Nolan

Executive Director | Priority Projects Unit


Department of Jobs, Precincts and Regions

Level 36, 121 Exhibition St, Melbourne VIC 3000

T: [Personal Information] | M: [Personal Information]

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Hotel reconnaissance meetings for tomorrow

From: Cameron Nolan (DEDJTR) <Personal Information@ecodev.vic.gov.au>
To: Gonul Serbest (DEDJTR) <Personal Information@global.vic.gov.au>, Personal Information (DEDJTR) <Personal Information@global.vic.gov.au>, Paul Stagg (DEDJTR) <Personal Information@global.vic.gov.au>, Greg Watson <Personal Information@dnata.com.au>
Cc: Unni Menon (DEDJTR) <Personal Information@ecodev.vic.gov.au>, David Clements (DEDJTR) <Personal Information@ecodev.vic.gov.au>, Katrina Currie (DEDJTR) <Personal Information@ecodev.vic.gov.au>, Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Date: Sun, 29 Mar 2020 17:31:39 +1100

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Hi all

A heads up that I will be arranging more reconnaissance meetings to be held tomorrow for the next two hotels that need to come online. We will start prep to get them ready to start taking guests from Tuesday or Wednesday (TBA).

I am coordinating times with the hotels and VicPol, but current suggestions are:

- * Pan Pacific Melbourne: 10am
- * Parkroyal Melbourne Airport: 1pm

Could you please pre-allocate someone from your teams to be available to attend these meetings? If that's not going to be possible, please let me know asap and suggest an alternative time. I will then confirm arrangements and send invites in the next few hours.

Thanks
Cam

Cam Nolan

Executive Director | Priority Projects Unit

Department of Jobs, Precincts and Regions

Level 36, 121 Exhibition St, Melbourne VIC 3000

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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.

Government of Victoria, Victoria, Australia.

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FW: Proposal for Quarantine Works

From: Greg Watson [REDACTED] >
To: Nick Frangoulis [REDACTED], Chris Goodall [REDACTED], Sasha Miokovic [REDACTED], Shaun Hogan [REDACTED]
Date: Sun, 29 Mar 2020 21:45:34 +1100
Attachments: DJPR Hotel Quarantine Rates.pdf (305.27 kB)

Gents

Our proposal is in - we await a response as right now we are mobilising to deploy 27 x 24/7 from 1500 tomorrow, with the other two hotels due to commence from Tuesday.

Thank you all for being so responsive and providing such valuable input on what has been a very productive weekend. I am confident we will deliver the goods!

Regards Greg

Greg
 General Manager Regional Operations

Watson



Level 3, 6 English Street
 Essendon Fields VIC 3041
 Australia

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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>; Nick Frangoulis [REDACTED]
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 [REDACTED]

Regards Greg

Security consultants

Roles and responsibilities for hotel quarantine

Core duties at the hotel

Security personnel have been engaged to support authorised officers from the Victorian Department of Health and Human Services (DHHS) and Victoria Police to uphold mandatory quarantine directions from Chief Health Officer. This means ensuring the safety of quarantined guests and the people that those guests will interact with.

These duties are as follows:

- Support the Chief Health Officer, authorised officers and Victoria Police in the enforcement of the *Isolation (International Arrivals) Directions* (**Attachment A**) on the premises of the hotel.
- Ensure quarantined guests do not leave the hotel for the period of their quarantine without the permission of an authorised officer.
- Ensure that any disputes involving quarantined guests in the hotel are de-escalated without physical contact. If unable to de-escalate, Victoria Police should be contacted immediately.
- Provide advice to quarantined guests on which areas they can go to in the hotel (**Attachment B**) and ensure that this is upheld.

When do my duties start?

Victoria Police officers will be present at the hotel to meet quarantined guests upon their arrival. Once they have been checked in, Victoria Police officers will hand over to the security personnel to escort guests to their rooms and oversee their safety during their stay.

Will there be existing hotel security and how should we work with them?

You should fully coordinate and cooperate with the security and operations team at the hotel. Your manager will need to liaise with the hotel's existing security and operations team for advice on hotel layouts, access and exit points and emergency evacuation protocols.

Who should I contact if I don't know the answer to a guest's question?

If a **guest has a question** about their quarantine, they should contact a **dedicated information line at [insert number]** which will answer any queries guests may have.

If a security team member has a question about how to ensure the safety of guests and uphold the Chief Health Officers directions, speak to your manager. If they are unable to provide an answer, your manager should contact **[insert contact name and number]** at DHHS.

Are quarantined guests allowed to leave the hotel?

As stated in the *Isolation (International Arrivals) Directions*, quarantined guests are not allowed to leave the grounds of the hotel for the duration of their quarantine.

Are quarantined guests allowed to visit other areas of the hotel or use the hotel facilities?

This will be dependent on the policy of the individual hotel as directed by an authorised officer. The details of movement within each hotel is set out in **Attachment B**.

In the event that guests are not allowed to use hotel facilities or travel to other parts of the hotel, you should inform guests of this if they ask. If they do not comply, your manager should contact Victoria Police.

Are friends and family of guests allowed to visit people who are quarantined at the hotel?

No. As stated in the *Isolation (International Arrivals) Directions*, apart from medical professionals in an emergency situation, the only other external parties who can enter the hotel to see a quarantined guest are the parents, guardians or temporary carers of quarantined guests under 18 years old. All other external parties are not permitted to visit quarantined guests.

Can I use physical contact in the enforcement of my duties?

Manhandling of quarantined individuals is not permitted at any time. Any disputes that cannot be de-escalated verbally should be referred to your manager who will contact Victoria Police directly. The Victoria Police contact is **[contact name and number]**.

What happens in the event of an evacuation?

Your security team, the hotel, Victoria Police and the Melbourne Fire Brigade will need to establish evacuation protocols that ensure the safety of all people in the hotel and, where possible, ensure social distancing requirements are met.

What should I do if medical assistance is required

A 24 hour nurse service will be stationed at the hotel. Their contact number is **[contact number]**.

If it is emergency call 000.

What about social support for guests who need help?

Red Cross members will be on site to provide additional support where needed. The key contact for Red Cross is **[contact name and number]**.

RE: Proposal for Quarantine Works

From: Greg Watson [redacted]
 To: [redacted] (DEDJTR) <[redacted]@ecodev.vic.gov.au>
 Cc: Katrina Currie (DEDJTR) <[redacted]@ecodev.vic.gov.au>, Cameron Nolan (DEDJTR) <[redacted]@ecodev.vic.gov.au>, Nick Frangoulis [redacted]
 Date: Wed, 01 Apr 2020 18:24:50 +1100

Hi [redacted]

I'm sorry I am a bit slow getting back to you however the meetings keep coming and the emails build up. I am sure it is the same for all.

I confirm we are underway at Crowne Plaza and we are mobilising to start at Pan Pacific when we are notified. At this stage the advice is it may be tomorrow depending on flights.

We have been advised our third hotel is Park Royal at the airport and we completed the site visit yesterday. At this stage we have been advised it could be as early as Friday but possibly over the weekend or Monday. We are mobilising for a Friday start if required.

We look forward to receiving the POC as we are keen to gain clarity and confirmation as soon as possible.

Regards Greg

From: [redacted] (DEDJTR) [mailto:[redacted]@ecodev.vic.gov.au]
 Sent: Wednesday, 1 April 2020 4:40 PM
 To: Greg Watson [redacted]
 Cc: Katrina Currie (DEDJTR) <[redacted]@ecodev.vic.gov.au>; Cameron Nolan (DEDJTR) <[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 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.

Personal Information

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

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

From: Greg Watson [REDACTED]
 Sent: Sunday, 29 March 2020 9:34 PM
 To: Katrina Currie (DEDJTR) <[REDACTED]@ecodev.vic.gov.au>
 Cc: Cameron Nolan (DEDJTR) <[REDACTED]@ecodev.vic.gov.au>; Nick Frangoulis [REDACTED]
 Subject: Proposal for Quarantine Works

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- * HSE Advisor and support
- * Corporate Risk management support
- * HR and Rostering support

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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 [REDACTED]

Regards Greg

[REDACTED]
 General Manager Regional Operations



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RE: Security Check-In and Responsibilities

From: Personal Inform (DEDJTR) <Personal Inform@ecodev.vic.gov.au>
To: Greg Watson [REDACTED]
Date: Fri, 03 Apr 2020 14:10:18 +1100

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

Greg – Sorry to keep bombarding you with emails, but 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,

Personal Inform

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: Greg Watson [REDACTED]
Sent: Friday, 3 April 2020 10:23 AM
To: Personal Inform (DEDJTR) <Personal Inform@ecodev.vic.gov.au>
Subject: RE: Security Check-In and Responsibilities

Hi Personal

Mobilisation is underway at Pan Pacific and progressing well at this early stage and we are prepared for Park Royal from tomorrow. I will attend the briefing at the Park Royal this afternoon.

We are receiving more PPE each day and are continuing to restock each day. We agree with the need to enforce wearing and compliance and will reinforce with all staff and supervisors..

The duties are consistent with the information presented at the site briefings and accepted.

Regards Greg

Greg
 General Manager Regional Operations

Watson



Level 3, 6 English Street
 Essendon Fields VIC 3041
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From: Personal Inform (DEDJTR) [mailto:Personal Inform@ecodev.vic.gov.au]
Sent: Friday, 3 April 2020 10:05 AM
To: Greg Watson
Subject: Security Check-In and Responsibilities

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

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.

Personal Inform

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

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

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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.**, 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.

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

POC Relationship Manager

Name: Greg Watson
 Title: General Manager Regional Operations
 Telephone: (03) 9936 3413
 Mobile: 0476 103 423
 Email: greg.watson@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: (03) 9936 3413
 Mobile: 0476 103 423
 Email: greg.watson@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

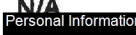

Electronic Transfer of funds.

Item 5 Bank Guarantee

N/A

Item 6 Notice particulars

Purchaser

Address: 1 Spring Street, Melbourne, Victoria 3000.
 Fax: N/A
 Email: @ecodev.vic.gov.au
 Addressee:  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: greg.watson@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)

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.

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

N/A

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.

Schedule 7 Service Rebates

N/A

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.

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.

Schedule 10 Transition

N/A

Schedule 11 Bank Guarantee

N/A

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>

Schedule 13 Disengagement

N/A

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 provide 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."

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:

)
)
)
)



.....
 Witness



.....
 Name of Witness (print)

Executed by Wilson Security Pty Ltd



FW: PPE Guidance

From: Greg Watson [REDACTED]
To: Shaun Hogan [REDACTED]
Cc: [REDACTED]
Date: Fri, 29 May 2020 11:42:04 +1000
Attachments: 90. PPE Advice for hotel Security & AOs (1).pdf (111.43 kB)

Hi Shaun

Pls see the attached for the guidance of staff and monitoring of adequate stocks of PPE available at all times.

Regards Greg

From: [REDACTED] (DJPR) [mailto:[REDACTED]@ecodev.vic.gov.au]
Sent: Friday, 29 May 2020 10:44 AM
To: [REDACTED] (DJPR) <[REDACTED]@agriculture.vic.gov.au>
Subject: PPE Guidance

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

Good morning – I have a couple of safety related notices that I've been asked to provide to you.

- * DHHS has issued guidance on the use of PPE for security staff at hotel quarantine sites (attached). It would be great if this guidance could be disseminated to ground crews and used as minimum standards for the use of PPE on sites.
- * I ask that you please advise the Department (either [REDACTED] or myself) of any staff members that have been tested for COVID-19 and the time and location of the test for tracking by DHHS. Staff should be tested at a site convenient to them unless otherwise advised.
- * DHHS has an MoU in place with WorkSafe regarding the reporting of any positive COVID-19 diagnoses and will manage relations with WorkSafe.

Please let me know if you have any queries on this.

[REDACTED]

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

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

T: [REDACTED] | M: [REDACTED]

[REDACTED]@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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OPERATION SOTERIA

PPE Advice for Hotel-Based Security Staff & AOs in Contact with Quarantined Clients

Approved

Date: 5 May 2020 By: M Bamert (Dir EM)

Recommended PPE

Recommended PPE use according to type of activity

Setting	Activity	Security Staff	Client PPE required
Hotel Lobby (accepting deliveries and checking/greeting people) Perform hand hygiene before and after every client contact	<ul style="list-style-type: none"> Able to maintain physical distance of at least 1.5 metres 	<ul style="list-style-type: none"> No PPE Hand hygiene 	<ul style="list-style-type: none"> Not applicable
Hotel Lobby When new guests are arriving for the commencement of their quarantine Perform hand hygiene before and after every client contact	<ul style="list-style-type: none"> Able to maintain physical distance of at least 1.5 metres 1.5 metre physical distance is not feasible 	<ul style="list-style-type: none"> No PPE Hand hygiene Surgical mask Hand hygiene 	<ul style="list-style-type: none"> Client to wear surgical face mask if tolerated Hand hygiene Advised not to touch anything on the way in/up
Hotel quarantine floor Not entering the client/s room or having direct contact with client/s. Perform hand hygiene before and after every client contact	No direct client contacts e.g. walking room hallways or stationed in room corridors	<ul style="list-style-type: none"> No PPE Hand hygiene 	<ul style="list-style-type: none"> No PPE / Not applicable
Doorway indirect contact by security Perform hand hygiene before and after every client contact	Any doorway visit: <ul style="list-style-type: none"> Able to maintain physical distance of at least 1.5 metres 	<ul style="list-style-type: none"> No PPE Hand hygiene 	<ul style="list-style-type: none"> No PPE
	Any doorway visit: <ul style="list-style-type: none"> 1.5 metre physical distance is not feasible 	<ul style="list-style-type: none"> Surgical mask Hand hygiene 	<ul style="list-style-type: none"> Client to wear surgical face mask if tolerated Hand hygiene

PPE Advice for Hotel Based Security Staff & AOs in Contact with Quarantined Clients

Setting	Activity	Security Staff	Client PPE required
Accompanying clients for fresh air/exercise breaks from room to outside Perform hand hygiene before and after every client contact	<ul style="list-style-type: none"> Able to maintain 1.5 metres physical distance 	<ul style="list-style-type: none"> No PPE Hand hygiene 	<ul style="list-style-type: none"> Client to wear surgical face mask if tolerated Hand hygiene Advised not to touch anything on the way out/down
	<ul style="list-style-type: none"> 1.5 metre physical distance is not feasible 	<ul style="list-style-type: none"> Surgical mask Hand hygiene 	

Hand Hygiene

Effective hand hygiene is the single most important strategy in preventing infection.

Gloves are NOT a substitute for hand hygiene and hands should be washed with soap and water if they are visibly soiled, otherwise hand sanitiser can be used continuously.

Gloves are NOT recommended for any security staff or AO staff member at any time.

Respiratory hygiene and cough etiquette must be applied as a standard infection control precaution at all times. You must also perform hand hygiene each time you use a tissue or cough or sneeze into your elbow.

ALWAYS AVOID TOUCHING YOUR FACE.

Hand sanitiser is NEVER applied to gloved hands.

Mask usage

PROCEDURE FOR PUTTING ON MASK

1. Perform hand hygiene using the hand sanitizer
2. Put on the mask handling the side tapes only
 - a. If your mask has the ear loops, place them over both ears together
 - b. If your mask has to be tied, tie the bottom first and then the top tie to secure on your face
 - c. Ensure the mask is secured across the bridge of your nose (mold metal clip over bridge of nose) and ensure it sits snugly under the chin
3. Perform hand hygiene
4. After mask is in place never touch the front of your mask

PROCEDURE FOR TAKING OFF MASK

1. Perform hand hygiene using the hand sanitizer
2. Do not touch the front of the mask
3. Undo the bottom tie of your mask and then the top tie, handling the mask only by the top ties, drop mask straight into the yellow bin
4. If your mask has the ear loops, remove the loops and place into bin
5. Perform hand hygiene using the hand sanitizer

Note: Hand hygiene should be performed when you feel that you may have contaminated your hands from touching the mask (if wearing one), or your face.

Fwd: PPE Guidance

From: Greg Watson [REDACTED]
To: Shaun Hogan [REDACTED]
Cc: [REDACTED]
Date: Thu, 11 Jun 2020 18:03:15 +1000
Attachments: PPE Advice for Hotel Security Staff and AO's in Contact with Quarantined Individuals(Inward Facing).pdf (118.47 kB)

Fyi
 Get [Outlook for iOS](#)

Greg
 General Manager Regional Operations

Watson

 Wilson Security 20 YEAR ANNIVERSARY	Level 3, 6 English Street Essendon Fields VIC 3041 Australia	T M E W [REDACTED] www.wilsonsecurity.com.au	 Health & Safety OHSAS 18001 <small>SAI GLOBAL</small>	 Environment ISO 14001 <small>SAI GLOBAL</small>	 Quality ISO 9001 <small>SAI GLOBAL</small>

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From: [REDACTED] (DJPR) <[REDACTED]@ecodev.vic.gov.au>
Sent: Thursday, June 11, 2020 3:10:16 PM
Cc: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Subject: PPE Guidance

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

Good afternoon – DHHS has issued updated guidance on the use of PPE for hotel security staff in contact with quarantined individuals (attached). Can you please disseminate this to ground crews and use as minimum standards for the use of PPE on sites.

I would appreciate it if you could get back to me with an acknowledgement of receipt of these and confirmation that this has been distributed to ground crews.

Any queries on this guidance can be directed to DHHS via:

Jen Owen
 COVID 19 Health Coordination
 0427 861 054
dhhsopsoteriaec@dhhs.vic.gov.au

Thanks in advance!

[REDACTED]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
 T: [REDACTED] | M: [REDACTED]
 [REDACTED]@ecodev.vic.gov.au
djpr.vic.gov.au
jobs.vic.gov.au



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From: [REDACTED] (DJPR)

Sent: Friday, 29 May 2020 10:44 AM
 To: Personal Information (DJPR) <Personal Info@agriculture.vic.gov.au>
 Subject: PPE Guidance

Good morning – I have a couple of safety related notices that I've been asked to provide to you.

- * DHHS has issued guidance on the use of PPE for security staff at hotel quarantine sites (attached). It would be great if this guidance could be disseminated to ground crews and used as minimum standards for the use of PPE on sites.
- * I ask that you please advise the Department (either Allie Jarvis or myself) of any staff members that have been tested for COVID-19 and the time and location of the test for tracking by DHHS. Staff should be tested at a site convenient to them unless otherwise advised.
- * DHHS has an MoU in place with WorkSafe regarding the reporting of any positive COVID-19 diagnoses and will manage relations with WorkSafe.

Please let me know if you have any queries on this.

Personal Information

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

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

T: Personal Information | M: Personal Information

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

djpr.vic.gov.au

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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

Version 2.2

Recommended PPE use According to Type of Activity

Setting	Activity	Security Staff	Client PPE required
Hotel Lobby Perform hand hygiene before and after every client contact	Able to maintain physical distance of at least 1.5 metres	No PPE Hand hygiene	No PPE
	When accompanying clients for fresh air/exercise breaks from room to outside and able to maintain 1.5 metres	No PPE Hand hygiene	Client to wear surgical face mask if tolerated Hand hygiene Advised not to touch anything on the way out/down
	1.5 metre physical distance is not feasible	Surgical mask Hand hygiene	
Hotel Lobby When new guests are arriving for the commencement of their quarantine Perform hand hygiene before and after every client contact	Able to maintain physical distance of at least 1.5 metres	No PPE Hand hygiene	Client to wear surgical face mask if tolerated Hand hygiene
	1.5 metre physical distance is not feasible	Surgical mask Hand hygiene	Advised not to touch anything on the way in/up
Hotel quarantine floor Not entering the client/s room or having direct contact with client/s.	No direct client contact e.g. walking room hallways or stationed in room corridors	No PPE Hand hygiene	No PPE
Doorway indirect contact by security Perform hand hygiene before and after every client contact	Any doorway visit: Able to maintain physical distance of at least 1.5 metres	No PPE Hand hygiene	No PPE
	Any doorway visit: 1.5 metre physical distance is not feasible	Surgical mask Hand hygiene	Client to wear surgical face mask if tolerated Hand hygiene

Hand Hygiene

Effective hand hygiene is the single most important strategy in preventing infection.

Hands should be washed with soap and water if they are visibly soiled, otherwise alcohol-based hand rub can be used continuously.

PPE Advice for Hotel Security Staff and AO's in Contact with Quarantined Clients

Hand hygiene should be frequently performed, including

- Before and after contact with client
- After touching a client's items or surroundings
- Before putting on and after taking off personal protective equipment (e.g. surgical mask).
- Before and after eating
- After going to the toilet

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.

(Separate advice is available for those involved with care of clients or cleaning practices)

Respiratory hygiene and cough etiquette must be applied as a standard infection control precaution at all times and perform hand hygiene each time you use a tissue or cough or sneeze into your inner elbow. Discard use tissues immediately.

ALWAYS AVOID TOUCHING YOUR FACE

Correct use of PPE (Mask only)

PROCEDURE FOR PUTTING ON A MASK

1. Perform hand hygiene using the alcohol-based hand rub
2. Put on the mask handling the side tapes only
 - a. If your mask has ear loops, place them over both ears at the same time.
 - b. If your mask has to be tied, tie the bottom first and then the top tie to secure on your face
 - c. Ensure the mask is secured across the bridge of your nose (moulding the metal clip over bridge your nose) and ensure the masks sits snugly under your chin
3. Perform hand hygiene
4. After mask is in place never touch the front of your mask

PROCEDURE FOR TAKING OFF MASK

1. Perform hand hygiene using the alcohol-based hand rub
2. Do not touch the front of the mask
3. If your mask has ear loops, remove the loops and place straight into yellow bin.
4. Undo the bottom tie of your mask and then the top tie, handling the mask only by the top ties, drop mask straight into the yellow bin.
5. Perform hand hygiene using the alcohol-based hand rub

NOTES

- Hand hygiene should be performed when you feel that you may have contaminated your hands from touching the mask if wearing one or your face
- Single-use masks should not be reused, but discarded appropriately immediately after use
- Masks must not be pulled down or removed to consume food or drink. Masks should be removed using above procedure and replaced with a fresh mask.
- Masks will be less effective if they become damp or damaged

Wilson Security Contractor Induction 2020

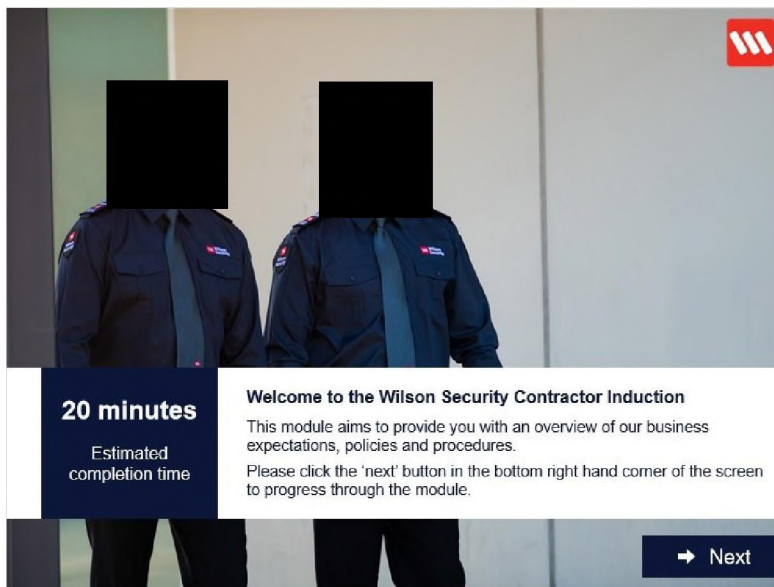
1. Untitled Scene

1.1 Welcome Screen

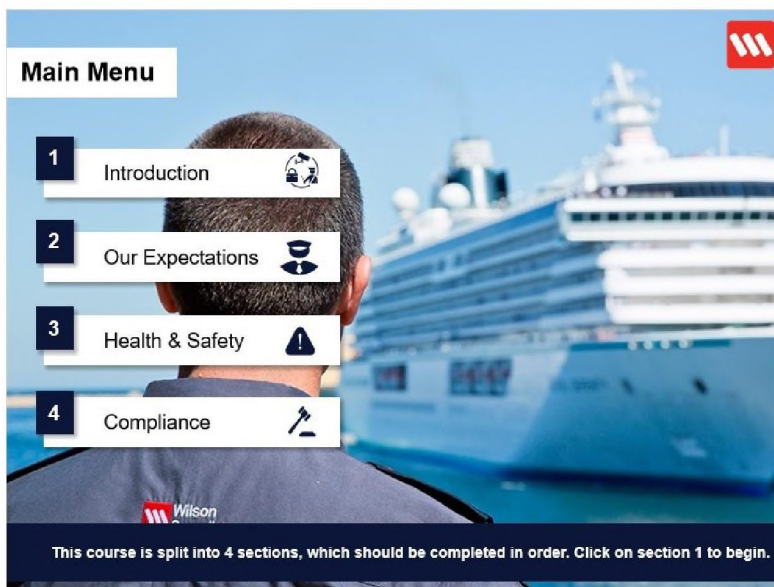


Notes:

1.2 Intro screen

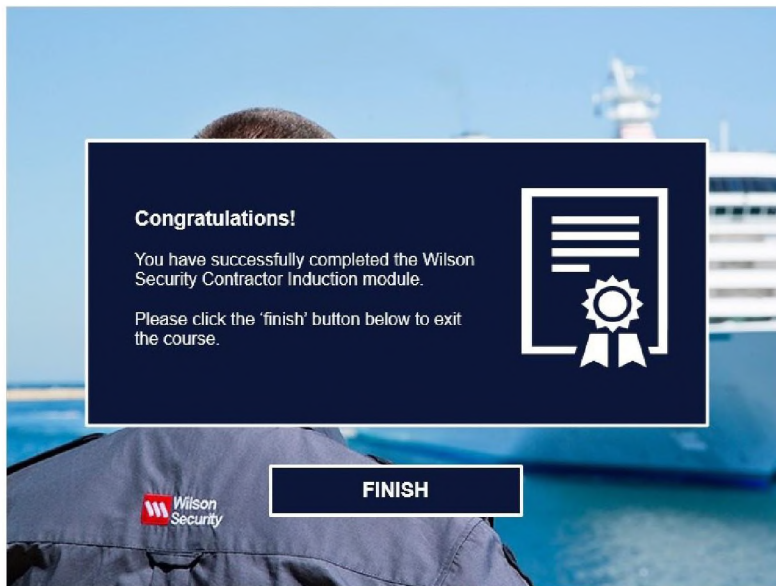


1.3 Main menu

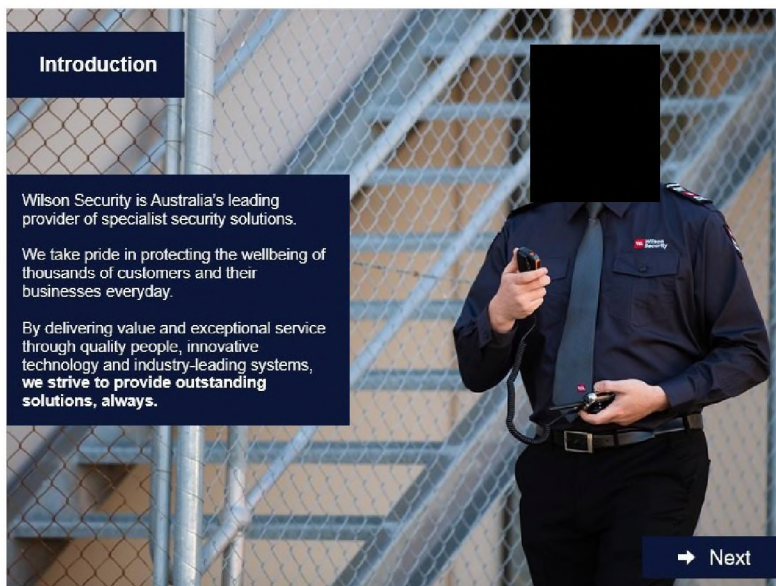


Notes:

FINISH1 (Slide Layer)



1.4 About Us 1



1.5 About Us 2



Guarding (Slide Layer)



Corp Risk (Slide Layer)



Our Capability

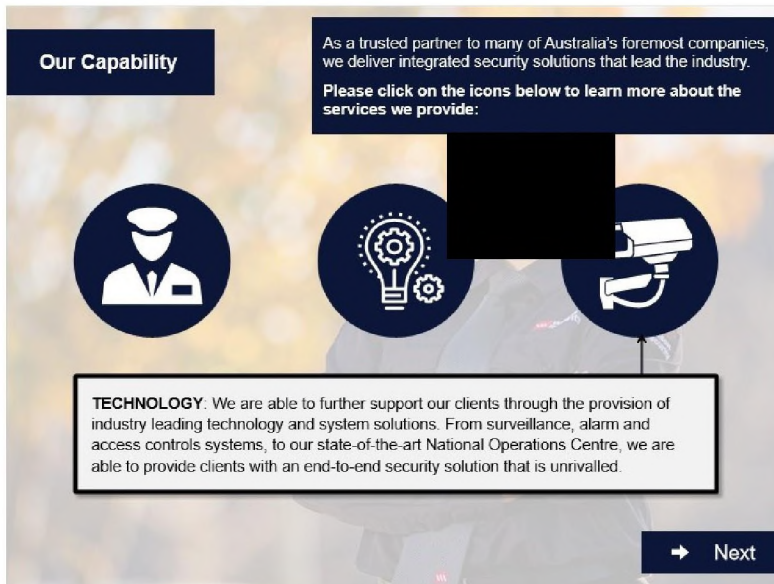
As a trusted partner to many of Australia's foremost companies, we deliver integrated security solutions that lead the industry.

Please click on the icons below to learn more about the services we provide:

CORPORATE RISK: We offer security and risk advisory services to our clients, partnering with them to achieve their strategic and operational security goals. Tactically, we conduct site and business risk assessments, and deliver specialist training to support safety and security objectives.

→ Next

Tech (Slide Layer)



Our Capability

As a trusted partner to many of Australia's foremost companies, we deliver integrated security solutions that lead the industry.

Please click on the icons below to learn more about the services we provide:

TECHNOLOGY: We are able to further support our clients through the provision of industry leading technology and system solutions. From surveillance, alarm and access controls systems, to our state-of-the-art National Operations Centre, we are able to provide clients with an end-to-end security solution that is unrivalled.

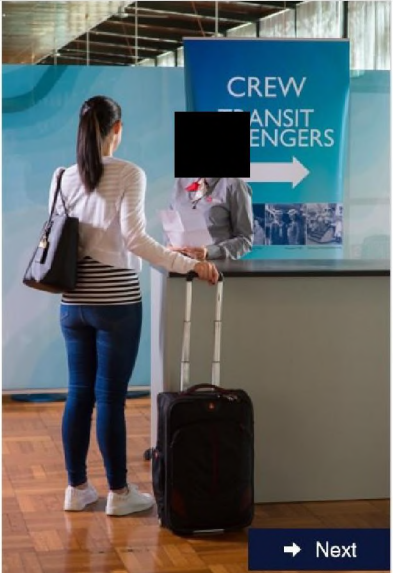
→ Next

1.6 About Us 3

Industry Sectors

We provide integrated security solutions across a range of industry sectors, including but not limited to:

- Government (including Defence);
- Retail;
- Transport (including land, sea and air terminals);
- Health / hospitals;
- Resources / mining;
- Education;
- Commercial Real Estate (such as office buildings);
- Banking;
- Manufacturing.



→ Next

1.7 Considerations

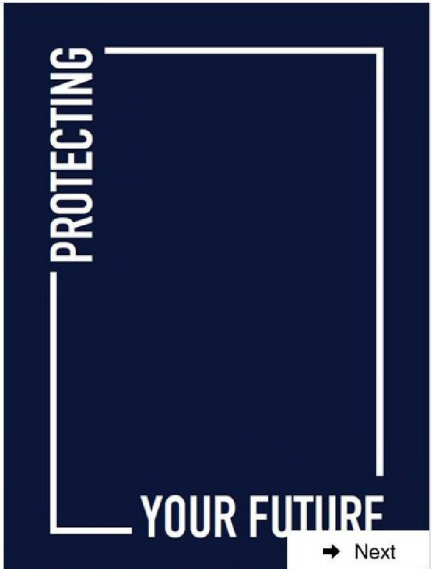
Key Considerations

As a contracted employee to Wilson Security, we hope you find your time with us to be a productive and rewarding experience.

At all times, your health and safety is our number one priority. We are dedicated to providing a safe working environment for all our employees, contractors and visitors, and strive for industry best practice in Workplace Health and Safety (WHS) management.

The remainder of this module will focus on three principles areas:

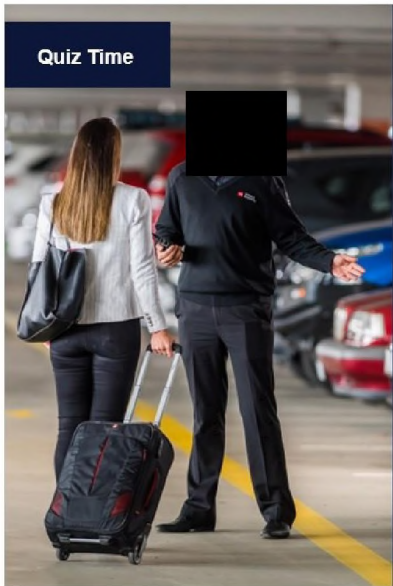
1. Our expectations;
2. Workplace Health and Safety;
3. Compliance.



→ Next

1.8 QUIZ 1

(Multiple Choice, 10 points, unlimited attempts permitted)



Quiz Time

Which of the following services does Wilson Security provide?

Please click on the tick in the bottom right hand corner to submit your answer.

- ☐ Security guarding
- ☐ Risk consultancy
- ☐ Technology solutions
- ☒ All of the above

Correct	Choice
	Security guarding
	Risk consultancy
	Technology solutions
X	All of the above

Feedback when correct:

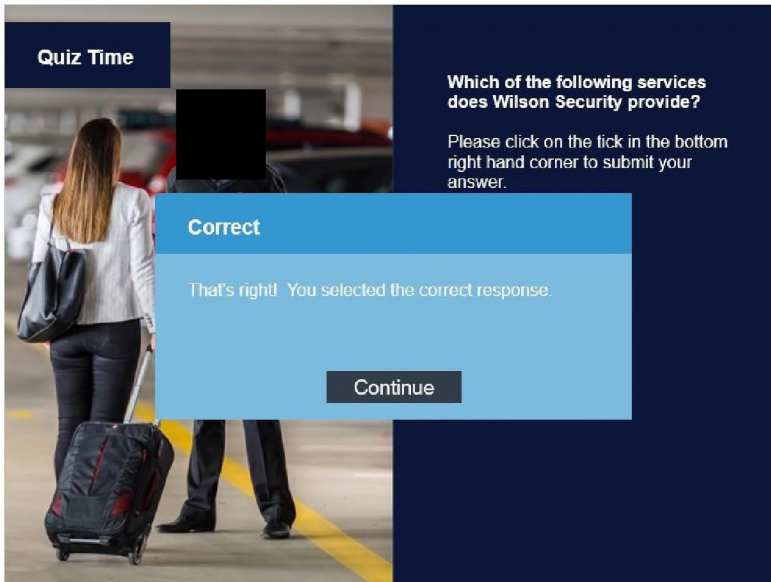
That's right! You selected the correct response.

Feedback when incorrect:

You did not select the correct response.

Notes:

Correct (Slide Layer)



The slide features a background image of a woman with long blonde hair, wearing a white blazer and black pants, pulling a black suitcase. She is walking away from the camera in a parking garage. A dark blue overlay covers the right side of the slide. In the top left corner of the overlay is a dark blue box with the text "Quiz Time" in white. To the right of this box is a black square. Further right is the quiz question: "Which of the following services does Wilson Security provide?" followed by the instruction: "Please click on the tick in the bottom right hand corner to submit your answer." A light blue rectangular box is centered over the lower part of the image, containing the word "Correct" in bold, followed by the text "That's right! You selected the correct response." and a "Continue" button.

Quiz Time

Which of the following services does Wilson Security provide?

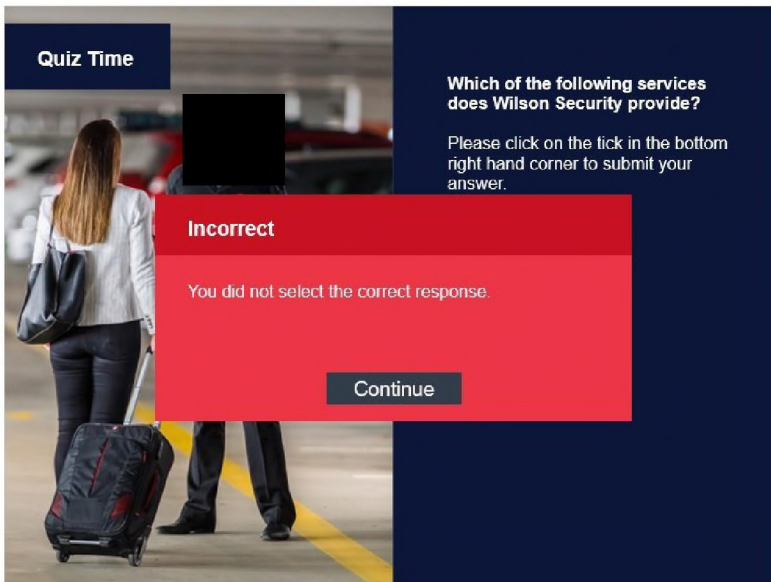
Please click on the tick in the bottom right hand corner to submit your answer.

Correct

That's right! You selected the correct response.

Continue

Incorrect (Slide Layer)



This slide is identical to the "Correct" slide, but the feedback box is red. It contains the word "Incorrect" in bold, followed by the text "You did not select the correct response." and a "Continue" button.

Quiz Time

Which of the following services does Wilson Security provide?

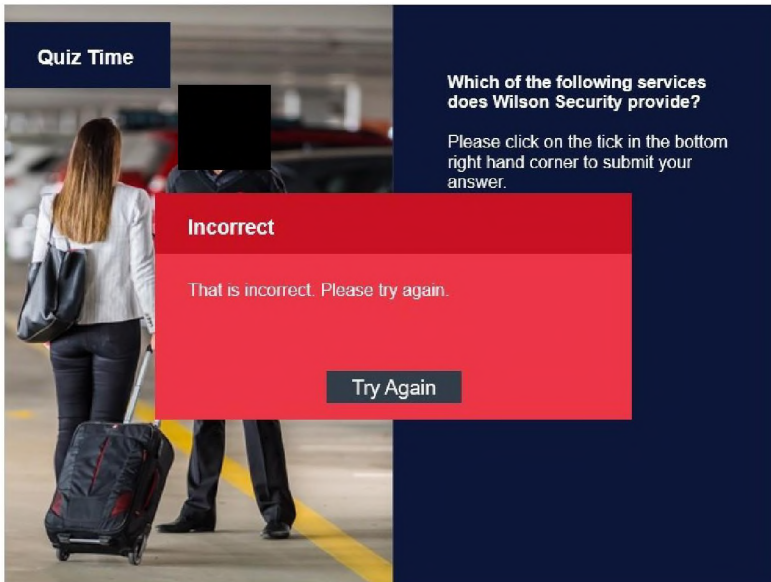
Please click on the tick in the bottom right hand corner to submit your answer.

Incorrect

You did not select the correct response.

Continue

Try Again (Slide Layer)



Quiz Time

Which of the following services does Wilson Security provide?

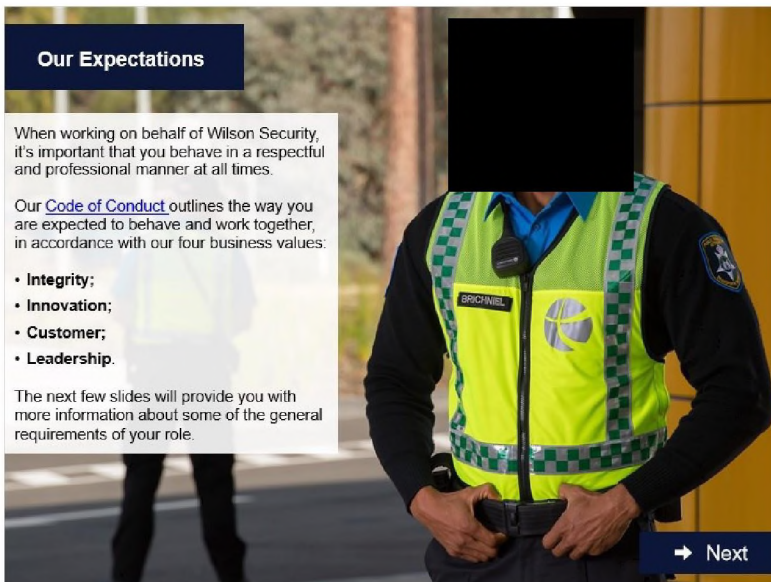
Please click on the tick in the bottom right hand corner to submit your answer.

Incorrect

That is incorrect. Please try again.

Try Again

1.9 General Reqs



Our Expectations

When working on behalf of Wilson Security, it's important that you behave in a respectful and professional manner at all times.

Our [Code of Conduct](#) outlines the way you are expected to behave and work together, in accordance with our four business values:

- Integrity;
- Innovation;
- Customer;
- Leadership.

The next few slides will provide you with more information about some of the general requirements of your role.

→ Next

1.10 Discrimination



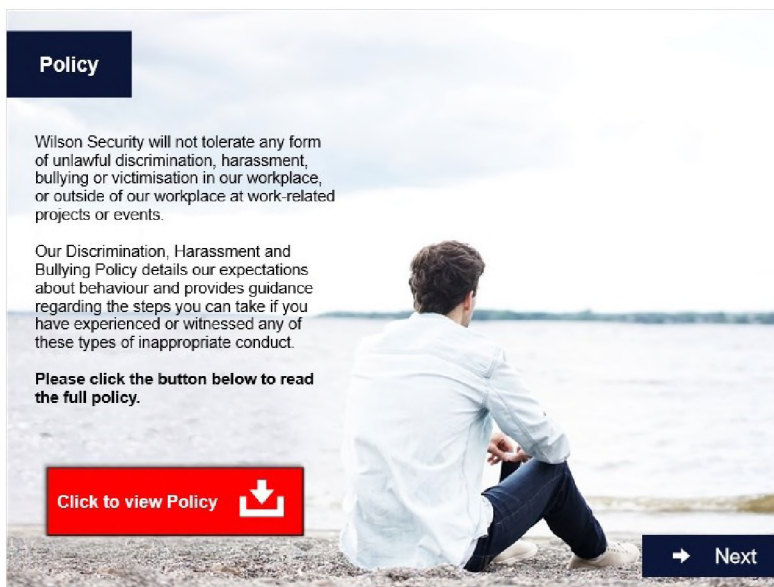
Discrimination, Harassment and Bullying

At Wilson Security, we are committed to:

- fostering an environment where all of our people and our customers are treated with **dignity, courtesy** and **respect**;
- providing a workplace where all aspects of our operations are guided by **equal employment opportunity** (EEO) principles;
- encouraging the **reporting of inappropriate behaviour** and treating any reports of inappropriate behaviour seriously and with sensitivity;
- providing guidance to any individual who feels they have been unlawfully **discriminated** against, **harassed, victimised** or **bullied** or who have witnessed such conduct occurring.

→ Next

1.11 Confidentiality




Policy

Wilson Security will not tolerate any form of unlawful discrimination, harassment, bullying or victimisation in our workplace, or outside of our workplace at work-related projects or events.

Our Discrimination, Harassment and Bullying Policy details our expectations about behaviour and provides guidance regarding the steps you can take if you have experienced or witnessed any of these types of inappropriate conduct.

Please click the button below to read the full policy.

Click to view Policy 

→ Next

1.12 Untitled Slide



Inappropriate Conduct

Inappropriate conduct is considered serious and will not be tolerated.

Examples include, but are not limited to:

- threatening or abusive language;
- committing a criminal offence;
- breaching confidentiality;
- being under the influence of alcohol or illicit drugs whilst on duty;
- smoking whilst on duty;
- harassment, discrimination or bullying of others;
- acceptance of gratuities, or gifts.

If you contravene this requirement, you may, subject to an appropriate investigation of the facts, be subject to disciplinary action by your employer.

→ Next

1.13 Time and attendance



Time and Attendance

Please follow these simple principles when working on behalf of Wilson Security:

- Be ready to commence your duties at the specified start time;
- Remain on duty until the specified finish time;
- Take breaks in accordance with the relevant allowances;
- Notify your employer of any changes to rostered times;
- If you are unable to work a shift please notify your employer as soon as possible.

→ Next


1.14 Sign on / off

Shift Sign On / Off

On arrival on site for a security shift, you are required to notify the National Operations Centre (NOC) that you are onsite. This can be done in the following ways:

- Send a text message to [REDACTED] with your name, company and site location;
- Call the NOC on [REDACTED] selecting option 3;

On completion of your shift there is no need to send a notification, unless you are finishing earlier or later than scheduled or the initial finish time was undefined. In these circumstances, please advise the NOC via text message ([REDACTED]) that you have completed your shift and are leaving site.



→ Next

1.15 Uniform

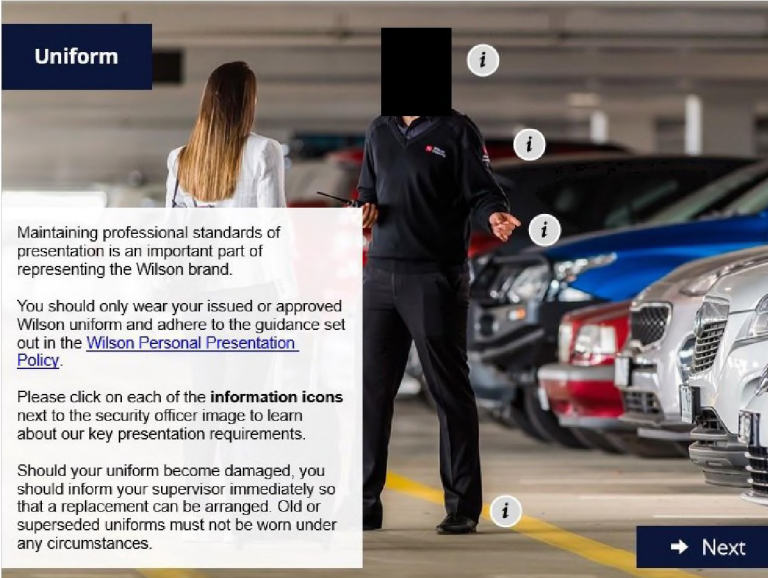
Uniform

Maintaining professional standards of presentation is an important part of representing the Wilson brand.

You should only wear your issued or approved Wilson uniform and adhere to the guidance set out in the [Wilson Personal Presentation Policy](#).

Please click on each of the **information icons** next to the security officer image to learn about our key presentation requirements.

Should your uniform become damaged, you should inform your supervisor immediately so that a replacement can be arranged. Old or superseded uniforms must not be worn under any circumstances.



→ Next

1.16 Fitness for Work

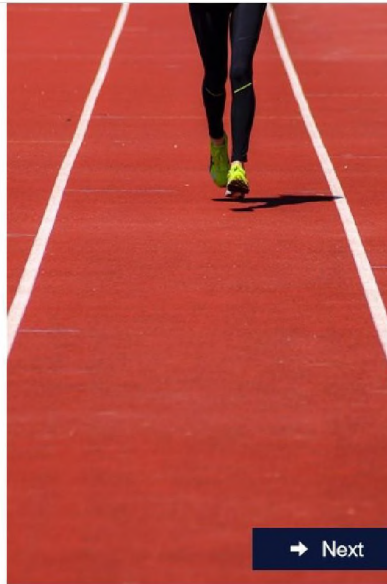
Fitness for Work

Working on behalf of Wilson Security, it's vital that you are fit and able to perform your role effectively. It's your responsibility to ensure that you are **not**:

- under the influence of any alcohol or illicit drugs;
- affected by levels of fatigue;
- experiencing any other impairment that may compromise your ability to conduct your duties or compromise the safety of yourself and/or others.

If you feel that you may not be fit for work you must report the matter to your employer immediately.

If you contravene this requirement, you may, subject to an appropriate investigation of the facts, be subject to disciplinary action by your employer.



→ Next

1.17 General

General

Weapons:

Weapons of any kind (e.g. batons, handcuffs, firearms) must only be carried if they are Wilson Security issue. Carriage of any weapon is forbidden, unless the express permission of Wilson Security management has been given.

Pay Queries:

Any pay queries should be raised directly with your employer and should never be discussed with a client of Wilson Security.

Leave:

Any leave or special requests are to be directed to your employer.



→ Next

1.18 Customer Service


Customer Service

Our ongoing success is determined by the provision of **excellent customer service**.

Your level of professionalism, attitude towards your role and willingness to go above and beyond, all contribute to the level of service provided to our clients.

To help deliver customer excellence, please remember the following:

- Maintain high levels of personal presentation;
- Always greet customers in a professional and friendly manner;
- Be proactive and look for opportunities to assist customers;
- Respond to customer issues in a timely and effective manner;
- Be polite and respectful in all communications;
- Show enthusiasm!



→ Next

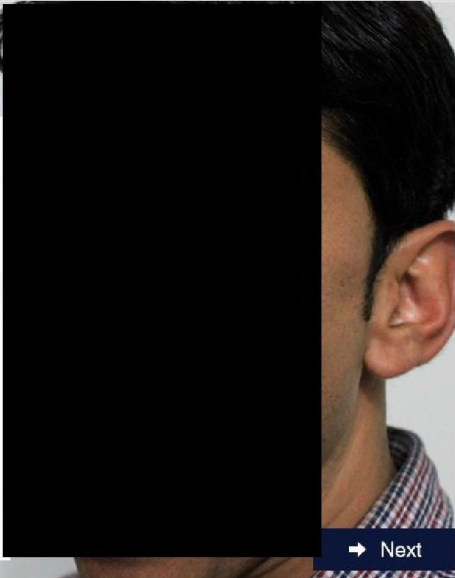
1.19 Untitled Slide

Conflict Management

A key part of delivering great customer service is being able to deal with and manage conflict or difficult conversations in a positive and effective manner.

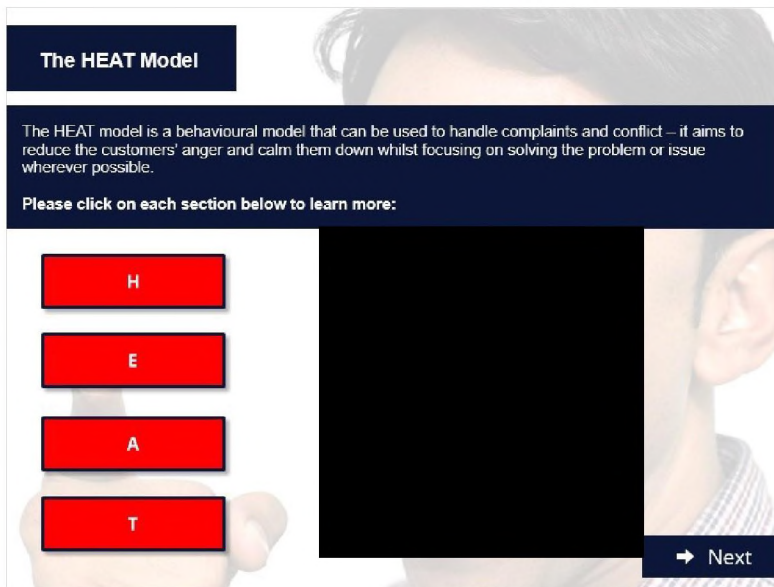
Some key tips for dealing with conflict are as follows:

- Control your tone of voice;
- Do not raise your voice in response to another;
- Think before you speak so that you are clear in your communication;
- Your body language should demonstrate confidence, authority and non-aggression:
 - Maintain good eye contact;
 - Keep an open, balanced posture;
 - Use non threatening gestures;
 - Maintain personal space.



→ Next

1.20 Duty of care



The HEAT Model

The HEAT model is a behavioural model that can be used to handle complaints and conflict – it aims to reduce the customers' anger and calm them down whilst focusing on solving the problem or issue wherever possible.

Please click on each section below to learn more:

H

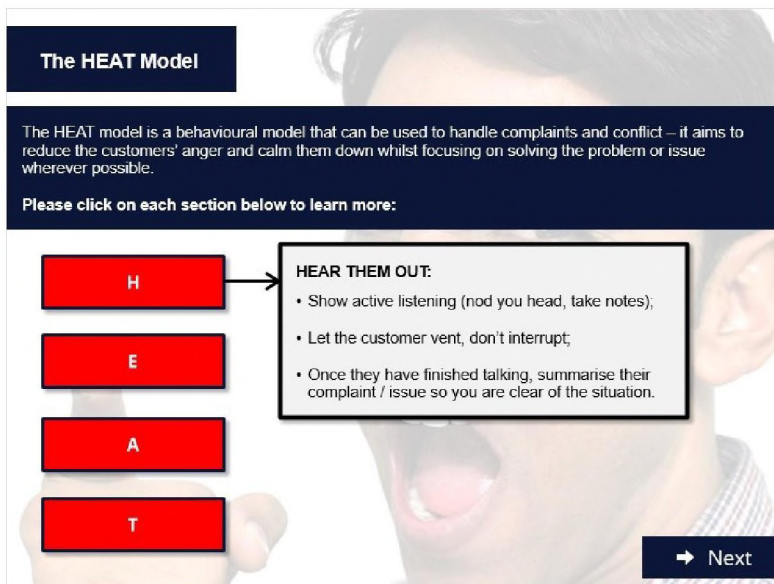
E

A

T

→ Next

H (Slide Layer)



The HEAT Model

The HEAT model is a behavioural model that can be used to handle complaints and conflict – it aims to reduce the customers' anger and calm them down whilst focusing on solving the problem or issue wherever possible.

Please click on each section below to learn more:

H

E

A

T

HEAR THEM OUT:

- Show active listening (nod you head, take notes);
- Let the customer vent, don't interrupt;
- Once they have finished talking, summarise their complaint / issue so you are clear of the situation.

→ Next

E (Slide Layer)

The HEAT Model

The HEAT model is a behavioural model that can be used to handle complaints and conflict – it aims to reduce the customers' anger and calm them down whilst focusing on solving the problem or issue wherever possible.

Please click on each section below to learn more:

H

E

A

T

EMPATHISE:

Sincerely and genuinely acknowledge the customer's emotions e.g. 'I can understand why that would be frustrating...'

→ Next

A (Slide Layer)

The HEAT Model

The HEAT model is a behavioural model that can be used to handle complaints and conflict – it aims to reduce the customers' anger and calm them down whilst focusing on solving the problem or issue wherever possible.

Please click on each section below to learn more:

H

E

A

T

APOLOGISE:

Sincerely apologise (even if it's not your fault) i.e. "I'm sorry you are frustrated" / "I'm sorry that your issue has not been resolved to your satisfaction".

Seek permission to ask questions to gather more information and find out what the customer would like to happen in this situation.

→ Next

T (Slide Layer)

The HEAT Model

The HEAT model is a behavioural model that can be used to handle complaints and conflict – it aims to reduce the customers' anger and calm them down whilst focusing on solving the problem or issue wherever possible.

Please click on each section below to learn more:

H

E

A

T

TAKE OWNERSHIP:

Take action there and then to fix the issue / explain that you will need to investigate and give them a timeframe to manage their expectations.

If you have to say no, remember:

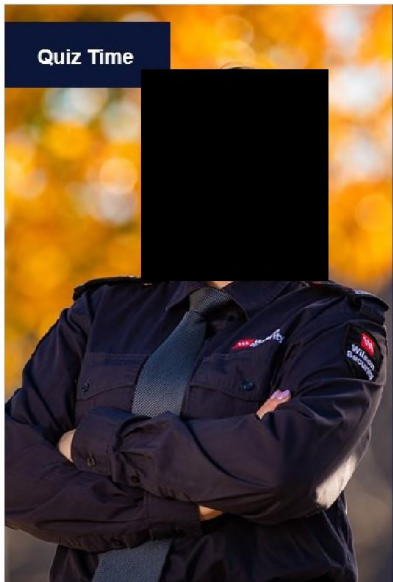
1. explain the options available to them;
2. explain why you have to say no;
3. show empathy.

Next

1.21 QUIZ8

(Multiple Choice, 10 points, unlimited attempts permitted)

Quiz Time



TRUE or FALSE:

All contractors are expected to conduct themselves in a manner that reflects a positive image of Wilson Security, and that of your company's brand.

Please click on the tick in the bottom right hand corner to submit your answer.

☒ True
 ☐ False

Correct	Choice
X	True

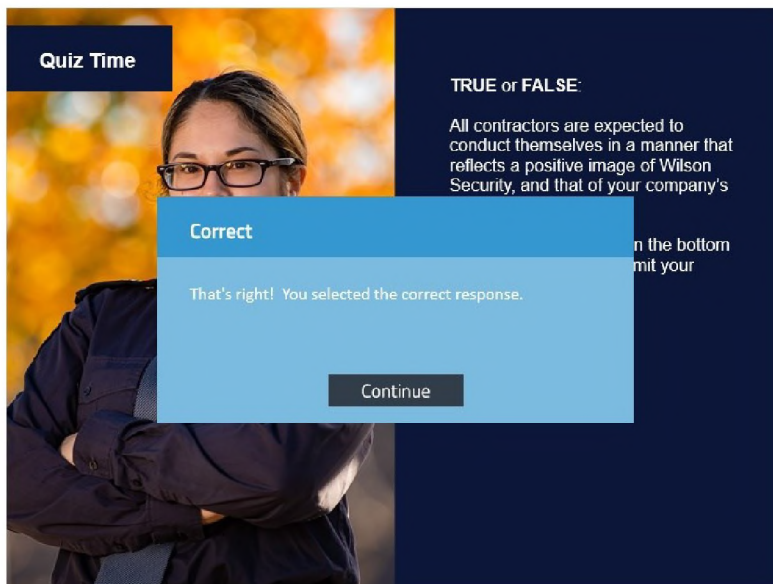
False

Feedback when correct:

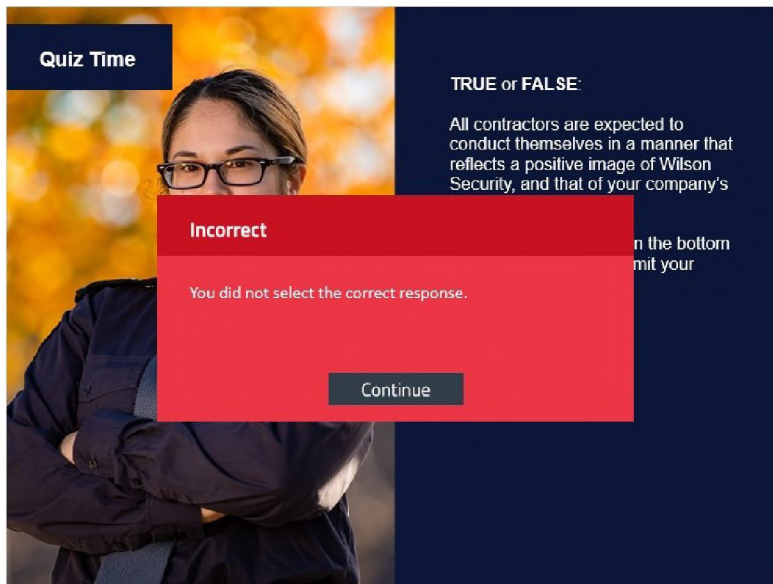
That's right! You selected the correct response.

Feedback when incorrect:

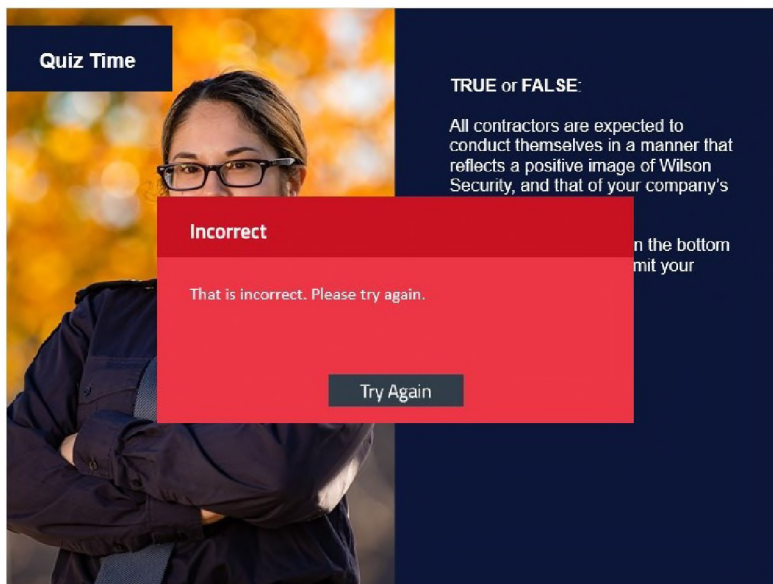
You did not select the correct response.

Notes:**Correct (Slide Layer)**

Incorrect (Slide Layer)

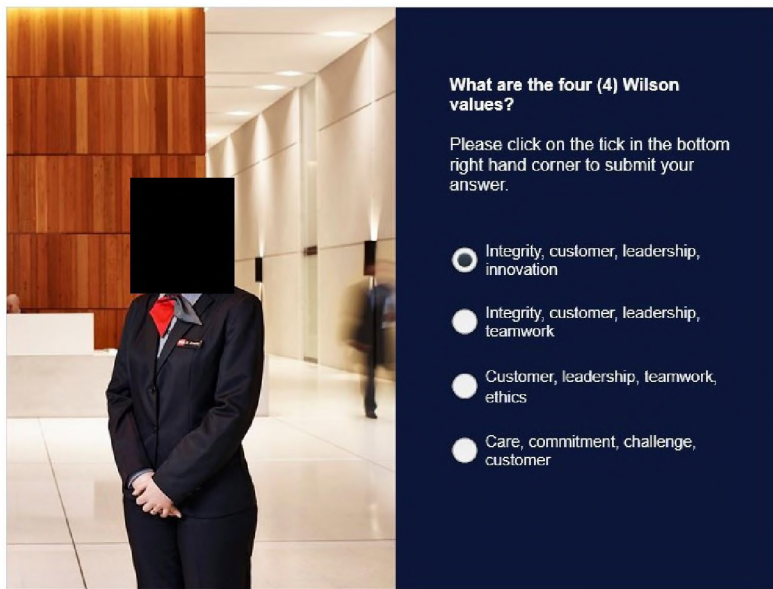


Try Again (Slide Layer)



1.22 Quiz1

(Multiple Choice, 10 points, unlimited attempts permitted)



Correct	Choice
X	Integrity, customer, leadership, innovation
	Integrity, customer, leadership, teamwork
	Customer, leadership, teamwork, ethics
	Care, commitment, challenge, customer

Feedback when correct:

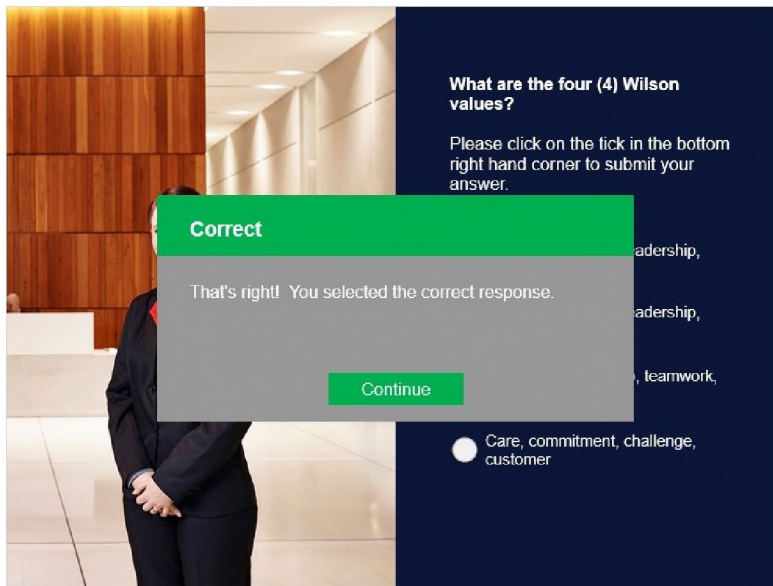
That's right! You selected the correct response.

Feedback when incorrect:

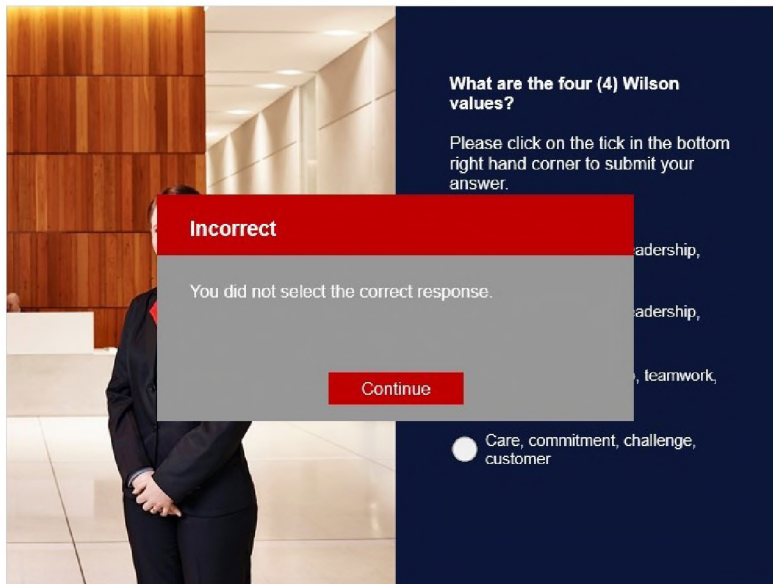
You did not select the correct response.

Notes:

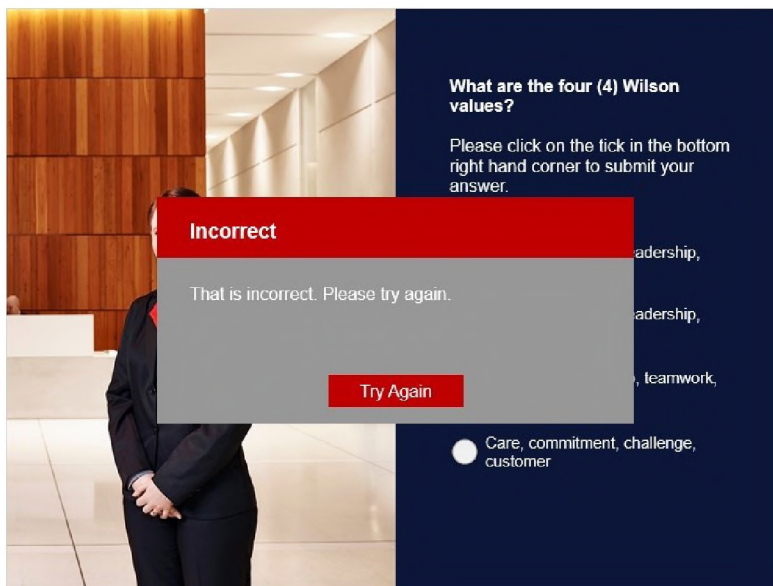
Correct (Slide Layer)



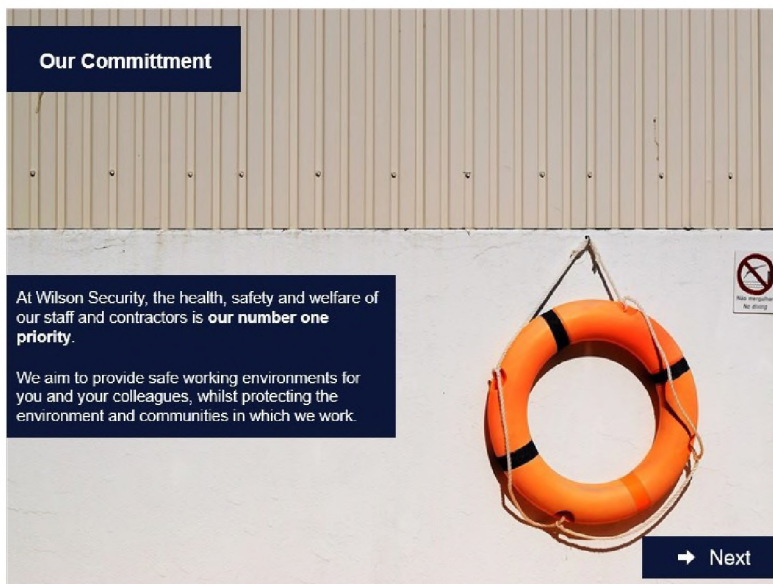
Incorrect (Slide Layer)



Try Again (Slide Layer)



1.23 Systems



1.24 Duty of care

Duty of Care

'Duty of care' is an obligation that requires everyone, as far as reasonably practical, to ensure the health, safety and wellbeing of those who enter the workplace.

Please click on each function below to learn more about what Wilson Security has in place:

- Safe work environment
- Information & training
- Welfare facilities
- WHS monitoring

➔ Next

environment (Slide Layer)

Duty of Care

'Duty of care' is an obligation that requires everyone, as far as reasonably practical, to ensure the health, safety and wellbeing of those who enter the workplace.

Please click on each function below to learn more about what Wilson Security has in place:

- Safe work environment
- Information & training
- Welfare facilities
- WHS monitoring

Wilson Security is responsible for providing:

- a safe place of work, including safe equipment, structures and systems of work;
- a work environment free of all controllable risks to health or safety;
- safe processes for use, handling, transport and storage of plant, structures and substances.

➔ Next

info and training (Slide Layer)

Duty of Care

'Duty of care' is an obligation that requires everyone, as far as reasonably practical, to ensure the health, safety and wellbeing of those who enter the workplace.

Please click on each function below to learn more about what Wilson Security has in place:

- Safe work environment
- Information & training → Wilson Security is responsible for providing necessary training, instruction and/or supervision to protect all workers and visitors from risks to their health and safety.
- Welfare facilities
- WHS monitoring

→ Next

Welfare (Slide Layer)

Duty of Care

'Duty of care' is an obligation that requires everyone, as far as reasonably practical, to ensure the health, safety and wellbeing of those who enter the workplace.

Please click on each function below to learn more about what Wilson Security has in place:

- Safe work environment
- Information & training
- Welfare facilities → Wilson Security is responsible for the provision of and access to adequate facilities for the welfare of workers. Facilities may include:
 - Changing rooms;
 - Drinking water;
 - First aid;
 - Toilets;
 - Dining areas.
- WHS monitoring

→ Next

Monitor (Slide Layer)



Duty of Care

'Duty of care' is an obligation that requires everyone, as far as reasonably practical, to ensure the health, safety and wellbeing of those who enter the workplace.

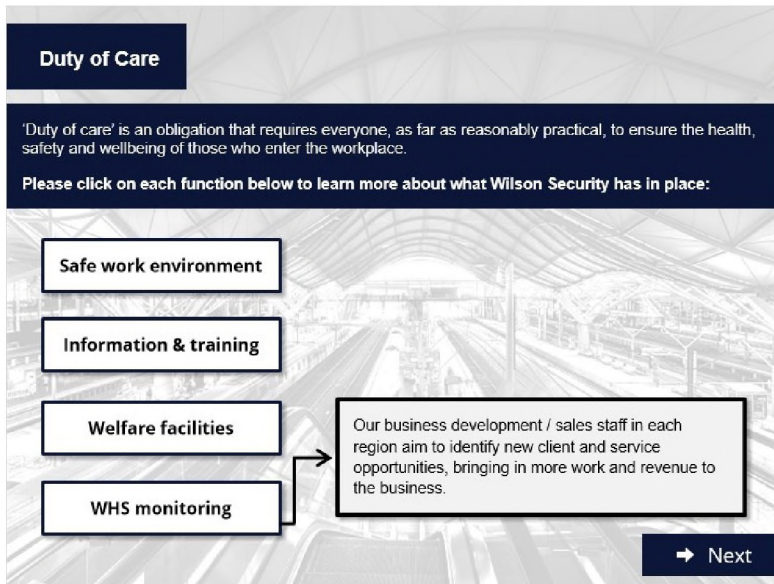
Please click on each function below to learn more about what Wilson Security has in place:

- Safe work environment
- Information & training
- Welfare facilities
- WHS monitoring

Wilson Security is responsible for monitoring the health and safety of workers and the conditions at the workplace in order to prevent work-related illness or injury.

→ Next

BD (Slide Layer)



Duty of Care

'Duty of care' is an obligation that requires everyone, as far as reasonably practical, to ensure the health, safety and wellbeing of those who enter the workplace.

Please click on each function below to learn more about what Wilson Security has in place:

- Safe work environment
- Information & training
- Welfare facilities
- WHS monitoring

Our business development / sales staff in each region aim to identify new client and service opportunities, bringing in more work and revenue to the business.

→ Next


1.25 Responsibilities

Your Responsibilities

You also have a duty of care to ensure the health and safety of yourself and others in the workplace.

Specifically, you have a responsibility to:

- Not wilfully place yourself or any other person at risk of injury or illness;
- Be fit for work;
- Comply with all WHS instructions (e.g. use personal protective equipment as instructed);
- Report WHS concerns and incidents, including all hazards, near misses and incidents;
- Participate in WHS activities such as risk assessments, emergency drills and WHS training.



→ Next

1.26 Hazards

Health and Safety Reporting

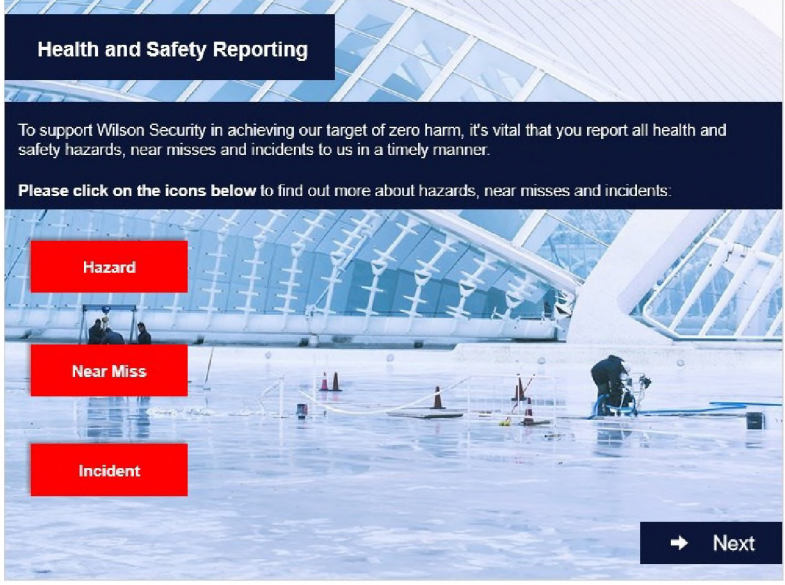
To support Wilson Security in achieving our target of zero harm, it's vital that you report all health and safety hazards, near misses and incidents to us in a timely manner.

Please click on the icons below to find out more about hazards, near misses and incidents:

Hazard

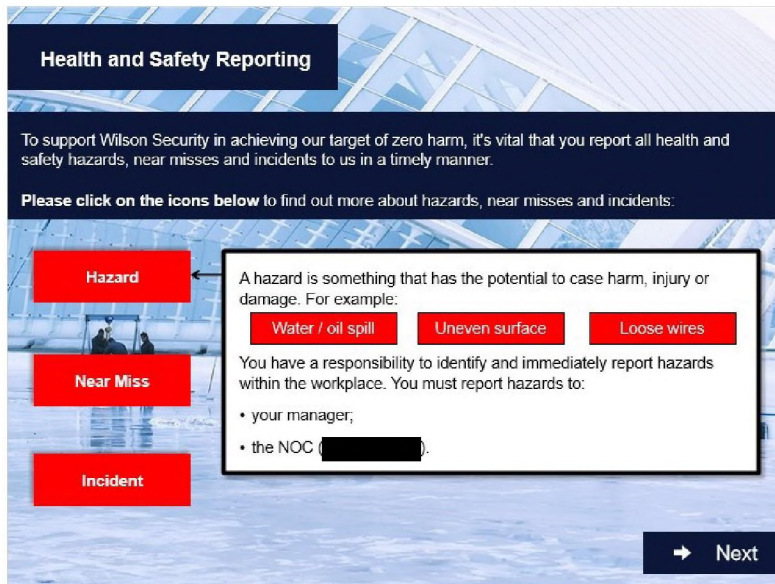
Near Miss

Incident



→ Next

Hazard (Slide Layer)



Health and Safety Reporting

To support Wilson Security in achieving our target of zero harm, it's vital that you report all health and safety hazards, near misses and incidents to us in a timely manner.

Please click on the icons below to find out more about hazards, near misses and incidents:

- Hazard** (selected)
- Near Miss
- Incident

A hazard is something that has the potential to cause harm, injury or damage. For example:

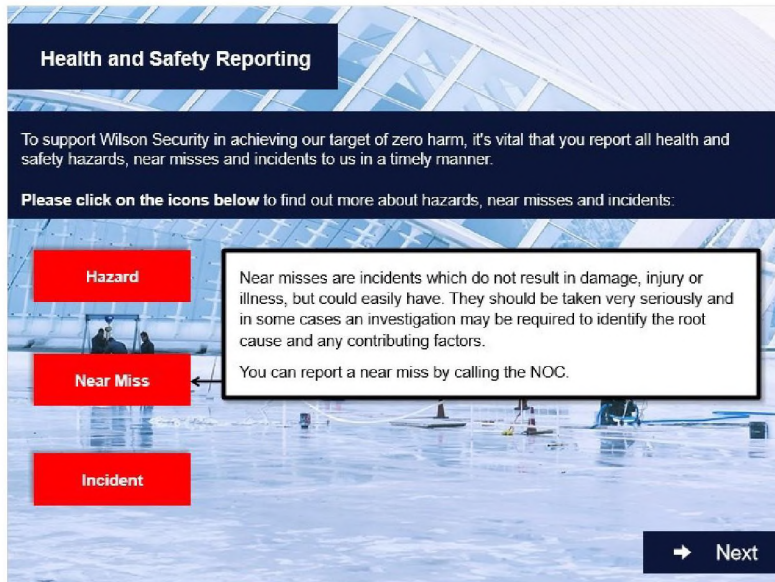
- Water / oil spill
- Uneven surface
- Loose wires

You have a responsibility to identify and immediately report hazards within the workplace. You must report hazards to:

- your manager;
- the NOC ().

→ Next

Near miss (Slide Layer)



Health and Safety Reporting

To support Wilson Security in achieving our target of zero harm, it's vital that you report all health and safety hazards, near misses and incidents to us in a timely manner.

Please click on the icons below to find out more about hazards, near misses and incidents:

- Hazard
- Near Miss** (selected)
- Incident

Near misses are incidents which do not result in damage, injury or illness, but could easily have. They should be taken very seriously and in some cases an investigation may be required to identify the root cause and any contributing factors.

You can report a near miss by calling the NOC.

→ Next

Incident (Slide Layer)

Health and Safety Reporting

To support Wilson Security in achieving our target of zero harm, it's vital that you report all health and safety hazards, near misses and incidents to us in a timely manner.

Please click on the icons below to find out more about hazards, near misses and incidents:

Hazard

Near Miss

Incident

An incident is an event that has resulted in harm, injury or damage. For example: slips, trips and falls; acts of aggression or violence; or vehicle collision(s).

Reporting an incident is crucial as it may prevent the incident from happening again and reduce the likelihood of future injury to persons, or damage to property.

All incidents must be reported immediately by calling the NOC and notifying your manager by phone. You must also record the details on an incident report form.

→ Next

1.27 First aid

First Aid


If you are injured at work, it's vital that you seek first aid, and notify your manager and the NOC as soon as practicable.

The NOC will log this incident in our WHS management system.

If the injury is serious, you should seek further medical assistance or call 000.

A Workers Compensation Claim Form must be completed for all work related injuries requiring medical treatment and this document is to be provided to your employer.

For more information about workers compensation and injury management, please contact your company's WHS management team.



→ Next

1.28 Emergency1

Emergencies

In any emergency situation, the most important thing is to **be prepared**.

You should refer to your site's emergency diagram or emergency management plan to learn:

- the location of emergency exits;
- the location of emergency equipment (e.g. fire fighting equipment);
- what to do if you hear an emergency alarm tone;
- the location of the evacuation assembly area.

You must also ensure:

- all exits are kept clear whilst on patrol at your location;
- emergency lighting is operational.



→ Next

1.29 Emergency2

Emergency Tones

Most buildings have two types of emergency tones:


ALERT TONE

If there is an emergency, the alert tone (**beep beep**) will be the first alarm you hear. This means prepare for an evacuation. You should turn off equipment, pack up any personal valuables and await further instructions from wardens, security or speaker announcements.

EVACUATION TONE

The alarm may then change to the evacuation tone (**whoop whoop**). This means that you are required to evacuate the building immediately and proceed to the evacuation assembly area.

Please ensure you are aware of your place of work's emergency warning tones and signals.



→ Next

1.30 Emergency3


Emergency Contacts

Depending on the type of emergency, you may need to contact:

- **Fire Wardens:** Typically located on every floor of a building, fire wardens provide leadership and direction in the event of an emergency.
- **First Aid Officers:** Trained to provide first response treatment in case of injury or illness.
- **Emergency Services:** Can be contacted on 000.

After contacting the relevant emergency contact you should:

- Remove any person from danger, if safe to do so;
- Only attempt to suppress the emergency, if safe to do so;
- Keep others away from the incident;
- Follow instructions from any emergency personnel present.




→ Next

1.31 QUIZ 3

(Multiple Choice, 10 points, unlimited attempts permitted)

Quiz Time



Which of the following is not an example of a hazard?

Please click on the tick in the bottom right hand corner to submit your answer.

- ☐ Water spill
- ☒ Fall from height
- ☐ Loose wires
- ☐ Uneven surface

Correct	Choice
	Water spill

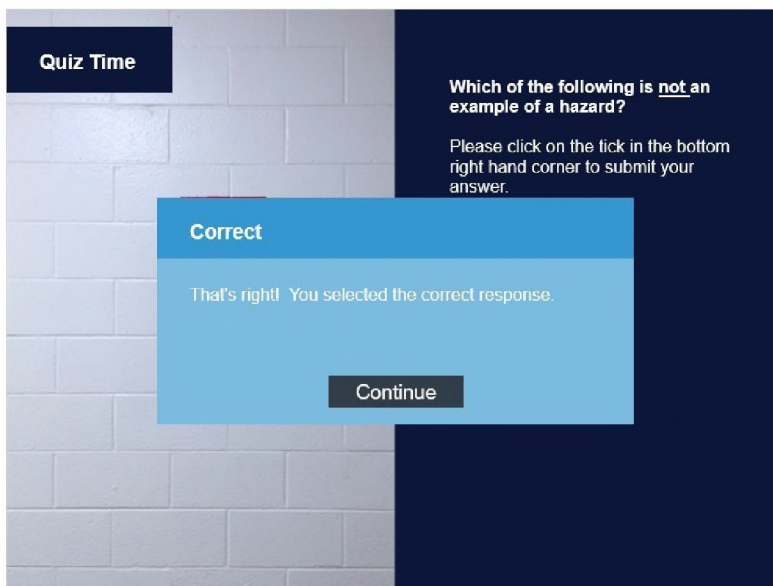
X	Fall from height
	Loose wires
	Uneven surface

Feedback when correct:

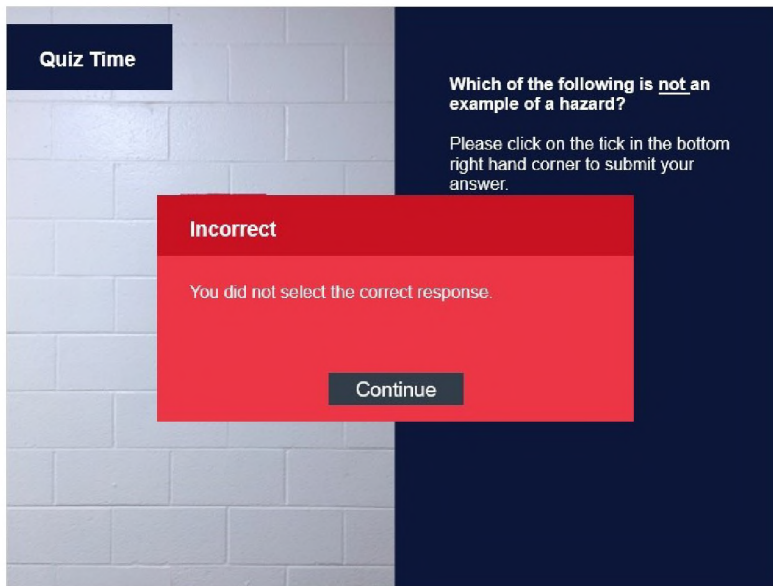
That's right! You selected the correct response.

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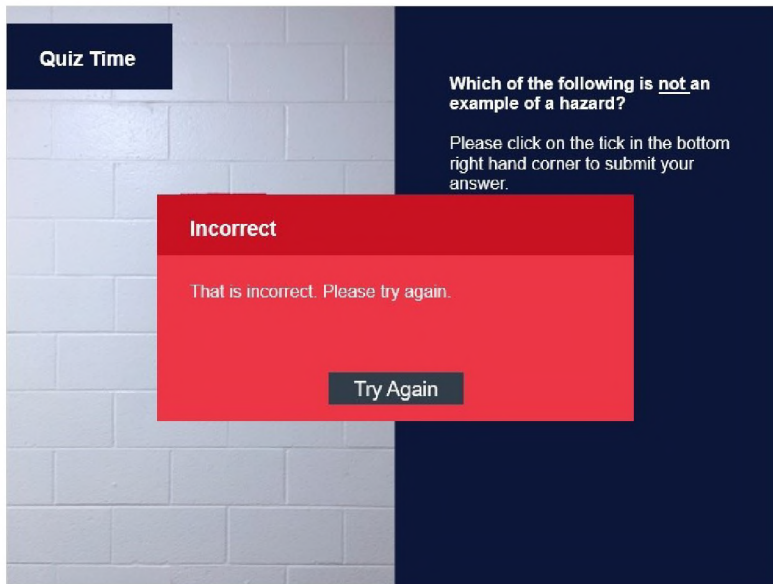
You did not select the correct response.

Notes:**Correct (Slide Layer)**

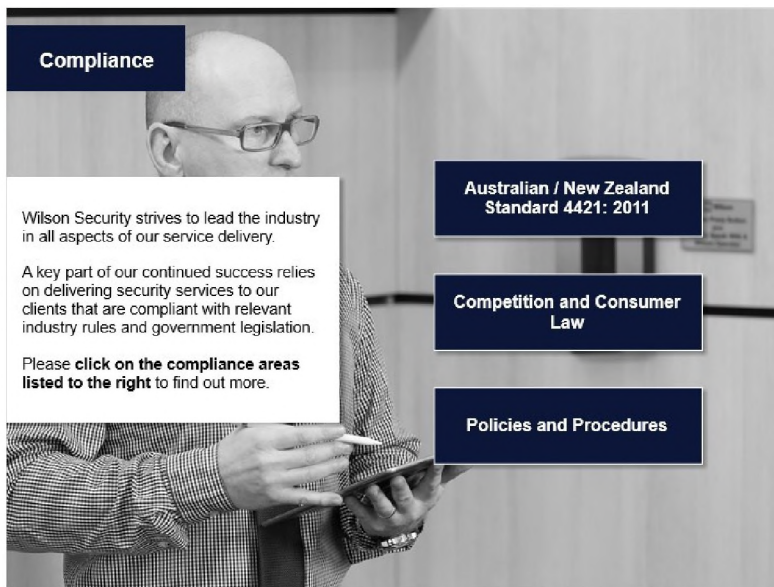
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Try Again (Slide Layer)



1.32 Compliance



Compliance

Wilson Security strives to lead the industry in all aspects of our service delivery.

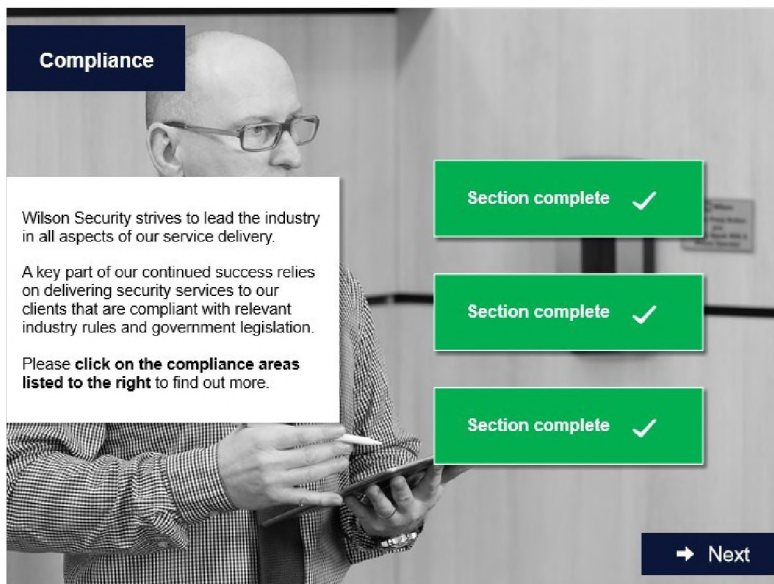
A key part of our continued success relies on delivering security services to our clients that are compliant with relevant industry rules and government legislation.

Please **click on the compliance areas listed to the right** to find out more.

- Australian / New Zealand Standard 4421: 2011
- Competition and Consumer Law
- Policies and Procedures

Notes:

Complete (Slide Layer)



Compliance

Wilson Security strives to lead the industry in all aspects of our service delivery.

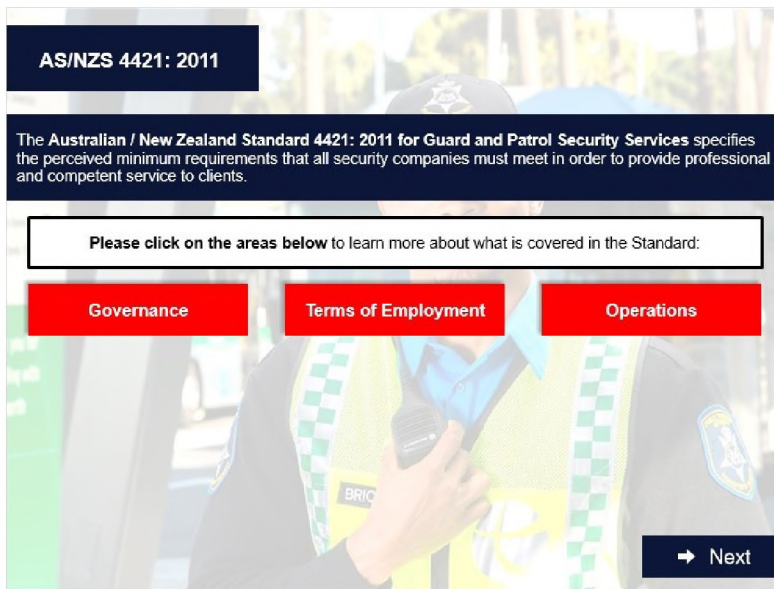
A key part of our continued success relies on delivering security services to our clients that are compliant with relevant industry rules and government legislation.

Please **click on the compliance areas listed to the right** to find out more.

- Section complete ✓
- Section complete ✓
- Section complete ✓

→ Next

1.33 AS/NZS 4421



AS/NZS 4421: 2011

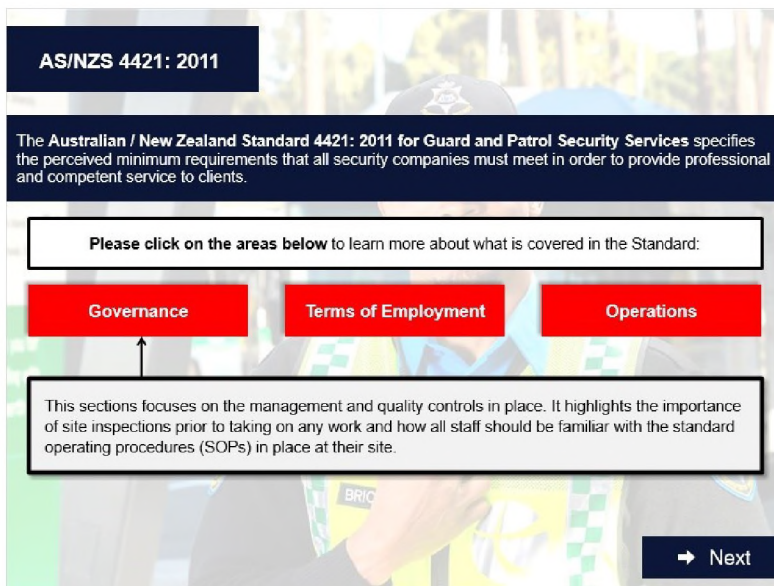
The Australian / New Zealand Standard 4421: 2011 for Guard and Patrol Security Services specifies the perceived minimum requirements that all security companies must meet in order to provide professional and competent service to clients.

Please click on the areas below to learn more about what is covered in the Standard:

Governance **Terms of Employment** **Operations**

→ Next

1 (Slide Layer)



AS/NZS 4421: 2011

The Australian / New Zealand Standard 4421: 2011 for Guard and Patrol Security Services specifies the perceived minimum requirements that all security companies must meet in order to provide professional and competent service to clients.

Please click on the areas below to learn more about what is covered in the Standard:

Governance **Terms of Employment** **Operations**

↑

This sections focuses on the management and quality controls in place. It highlights the importance of site inspections prior to taking on any work and how all staff should be familiar with the standard operating procedures (SOPs) in place at their site.

→ Next

2 (Slide Layer)

AS/NZS 4421: 2011

The Australian / New Zealand Standard 4421: 2011 for Guard and Patrol Security Services specifies the perceived minimum requirements that all security companies must meet in order to provide professional and competent service to clients.

Please click on the areas below to learn more about what is covered in the Standard:

Governance **Terms of Employment** **Operations**

This sections focuses on ensuring that only suitably qualified personnel are employed to deliver security services. For example, all field-based security officers must have a current security licence which must be carried at all times whilst on duty.

This section also highlights the importance of having a clear training policy for staff that covers induction, site specific, development and refresher training.

→ Next

3 (Slide Layer)

AS/NZS 4421: 2011

The Australian / New Zealand Standard 4421: 2011 for Guard and Patrol Security Services specifies the perceived minimum requirements that all security companies must meet in order to provide professional and competent service to clients.

Please click on the areas below to learn more about what is covered in the Standard:

Governance **Terms of Employment** **Operations**

This section provides general guidelines on how key security operations should be delivered, including but not limited to: operations rooms, keyholding, mobile patrols, alarm response, firearms and vehicle use.

→ Next

1.34 ACCC

Competition and Consumer Law

The Australian Competition and Consumer Commission (ACCC) enforce **Australian Consumer Law** (e.g. misleading conduct) and **Competition Law** (e.g. cartel conduct).

What is this all about?

These laws highlight how organisations should interact with customers, suppliers and competitors in an honest, fair and lawful manner.

Why is this important?

- Wilson Security could face large fines and suffer reputational damage if it breaches competition or consumer law.
- Penalties can also be ordered against individuals involved in a contravention of these laws.



→ Next

1.35 ACCC1

Misleading or Deceptive Conduct

The law prohibits misleading or deceptive conduct and false or misleading representations about goods and services. Your conduct can be misleading when it creates a false or inaccurate impression (even if you didn't intend it to).

Please click on the tips below to find out what you should do to be compliant with the law:

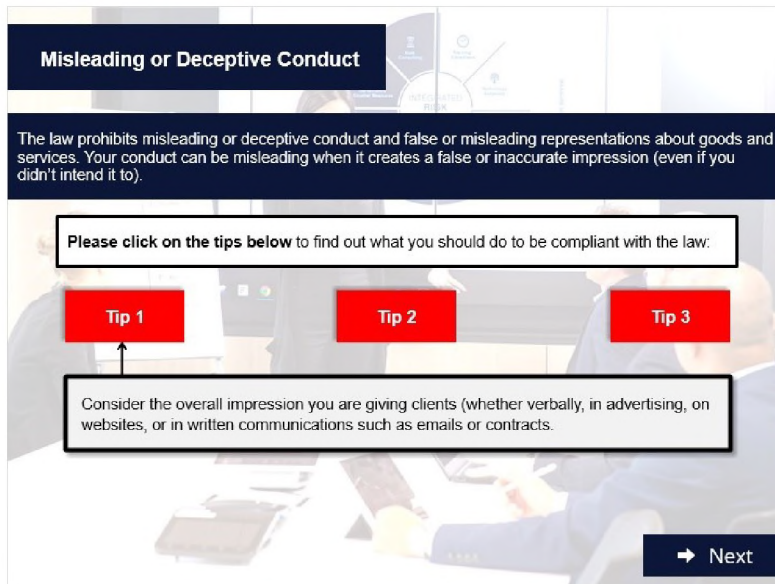
Tip 1

Tip 2

Tip 3

→ Next

1 (Slide Layer)



Misleading or Deceptive Conduct

The law prohibits misleading or deceptive conduct and false or misleading representations about goods and services. Your conduct can be misleading when it creates a false or inaccurate impression (even if you didn't intend it to).

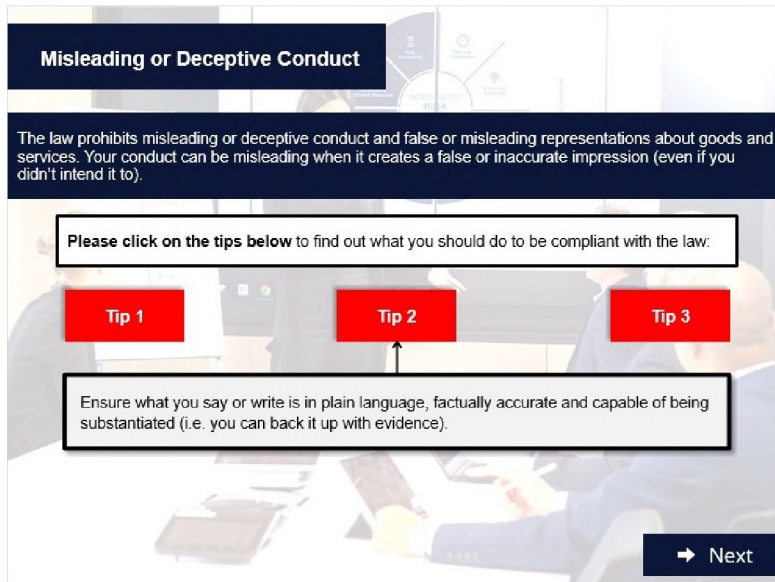
Please click on the tips below to find out what you should do to be compliant with the law:

Tip 1 **Tip 2** **Tip 3**

Consider the overall impression you are giving clients (whether verbally, in advertising, on websites, or in written communications such as emails or contracts).

→ Next

2 (Slide Layer)



Misleading or Deceptive Conduct

The law prohibits misleading or deceptive conduct and false or misleading representations about goods and services. Your conduct can be misleading when it creates a false or inaccurate impression (even if you didn't intend it to).

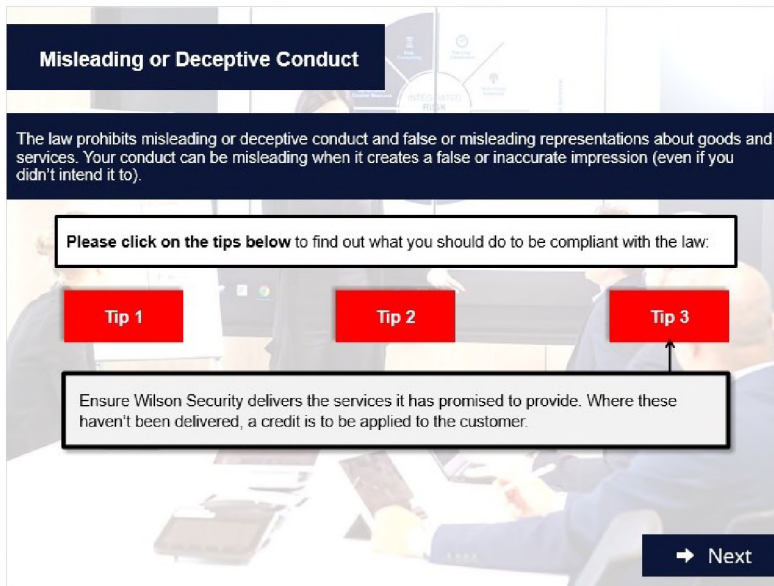
Please click on the tips below to find out what you should do to be compliant with the law:

Tip 1 **Tip 2** **Tip 3**

Ensure what you say or write is in plain language, factually accurate and capable of being substantiated (i.e. you can back it up with evidence).

→ Next

3 (Slide Layer)



Misleading or Deceptive Conduct

The law prohibits misleading or deceptive conduct and false or misleading representations about goods and services. Your conduct can be misleading when it creates a false or inaccurate impression (even if you didn't intend it to).

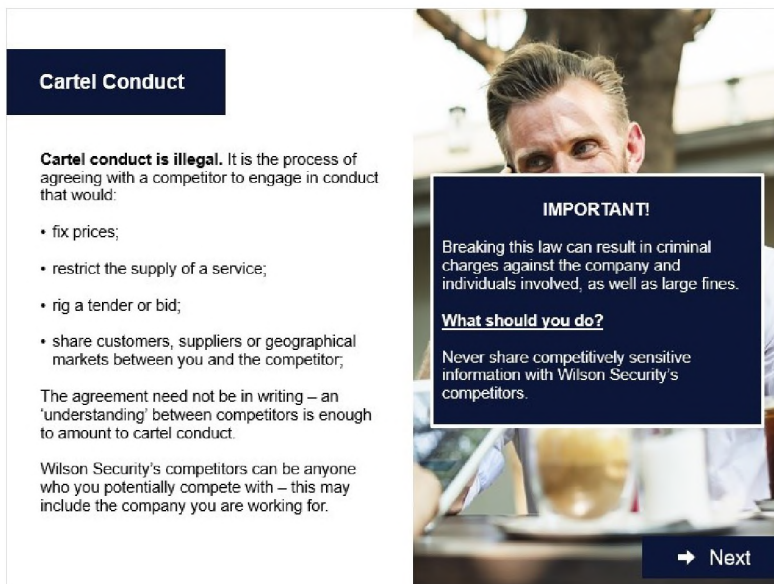
Please click on the tips below to find out what you should do to be compliant with the law:

Tip 1 **Tip 2** **Tip 3**

Ensure Wilson Security delivers the services it has promised to provide. Where these haven't been delivered, a credit is to be applied to the customer.

→ Next

1.36 ACCC2



Cartel Conduct

Cartel conduct is illegal. It is the process of agreeing with a competitor to engage in conduct that would:

- fix prices;
- restrict the supply of a service;
- rig a tender or bid;
- share customers, suppliers or geographical markets between you and the competitor;

The agreement need not be in writing – an 'understanding' between competitors is enough to amount to cartel conduct.

Wilson Security's competitors can be anyone who you potentially compete with – this may include the company you are working for.

IMPORTANT!

Breaking this law can result in criminal charges against the company and individuals involved, as well as large fines.

What should you do?

Never share competitively sensitive information with Wilson Security's competitors.

→ Next

1.37 ACCC3

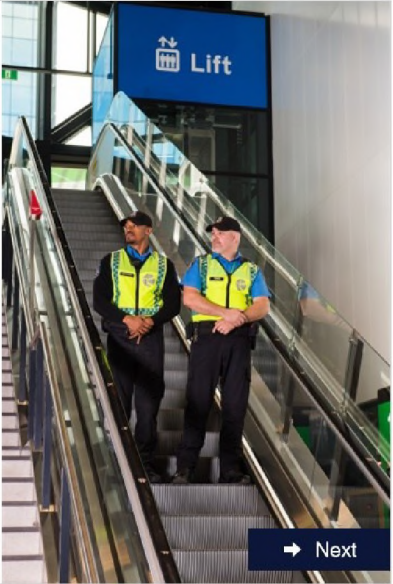
Our Commitment

Wilson Security is committed to compliance with competition and consumer law, and will not tolerate any conduct in contravention of these laws.

We have a Competition and Consumer Law Compliance Policy, which you should be familiar with.

Please click the button below to read the full policy.


[Click to view Policy](#)



→ Next

1.38 QUIZ 4

(Multiple Choice, 10 points, unlimited attempts permitted)



Quiz Time

How can you ensure compliance with Competition and Consumer Law?

Please click on the tick in the bottom right hand corner to submit your answer.

- ☐ Ensure what you say or write is in plain language, factually accurate and capable of being substantiated
- ☐ Ensure Wilson Security delivers the services it has promised to provide
- ☐ Never share competitively sensitive information
- ☒ All of the above

Correct	Choice
	Ensure what you say or write is in plain language, factually accurate and capable

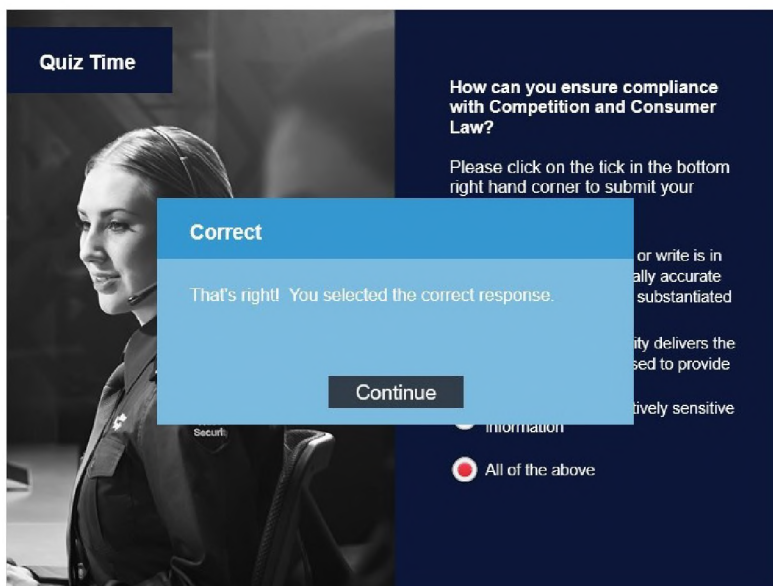
	of being substantiated
	Ensure Wilson Security delivers the services it has promised to provide
	Never share competitively sensitive information
X	All of the above

Feedback when correct:

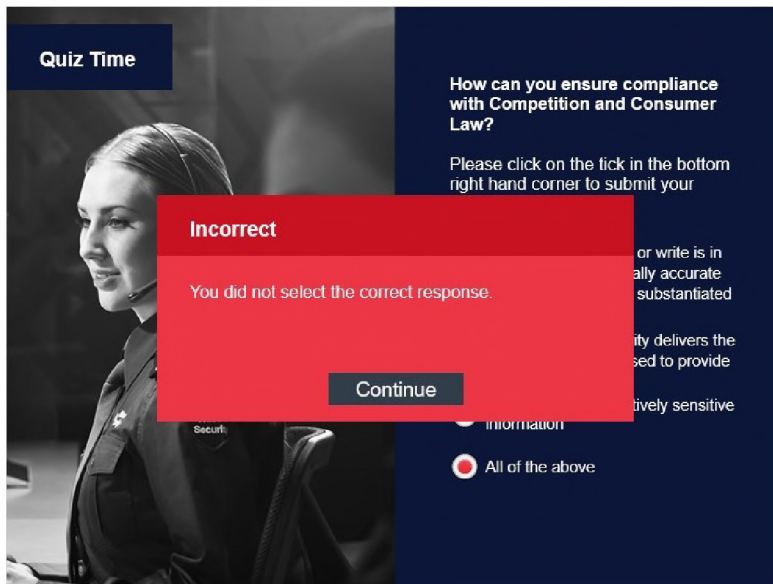
That's right! You selected the correct response.

Feedback when incorrect:

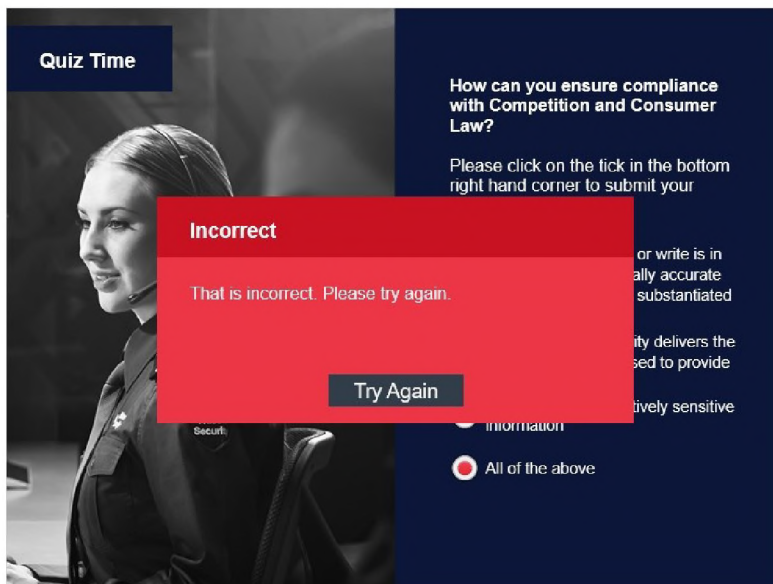
You did not select the correct response.

Notes:**Correct (Slide Layer)**

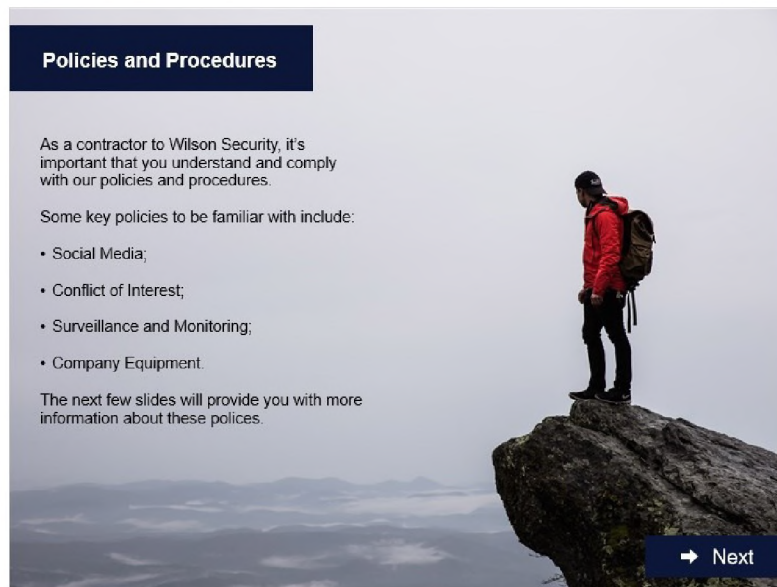
Incorrect (Slide Layer)



Try Again (Slide Layer)



1.39 Policies



Policies and Procedures

As a contractor to Wilson Security, it's important that you understand and comply with our policies and procedures.

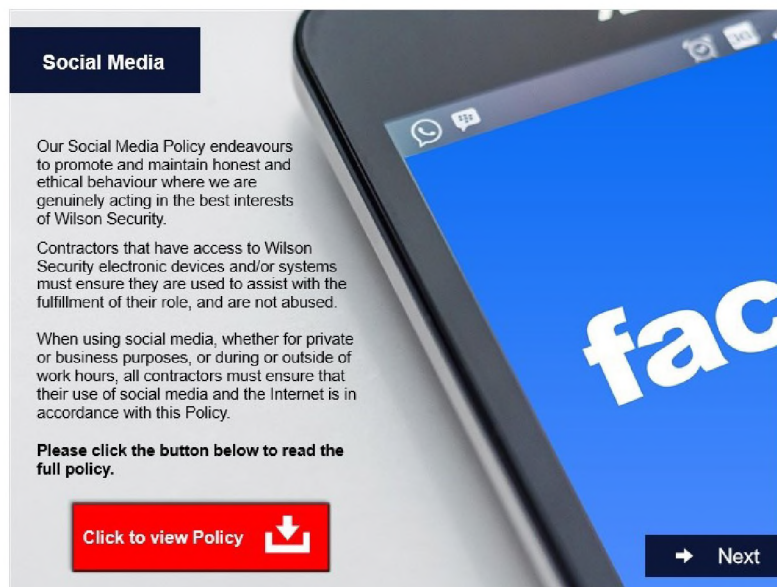
Some key policies to be familiar with include:

- Social Media;
- Conflict of Interest;
- Surveillance and Monitoring;
- Company Equipment.

The next few slides will provide you with more information about these policies.

→ Next

1.40 Social Media




Social Media

Our Social Media Policy endeavours to promote and maintain honest and ethical behaviour where we are genuinely acting in the best interests of Wilson Security.

Contractors that have access to Wilson Security electronic devices and/or systems must ensure they are used to assist with the fulfillment of their role, and are not abused.

When using social media, whether for private or business purposes, or during or outside of work hours, all contractors must ensure that their use of social media and the Internet is in accordance with this Policy.

Please click the button below to read the full policy.

Click to view Policy 

→ Next


1.41 Conflict of Interest


Conflict of Interest


All of our people (including contractors) are required to put the duties and responsibilities of their role with Wilson Security above their own private interests when carrying out their Wilson-related duties and responsibilities.

Our Conflict of Interest Policy sets out your obligations and responsibilities with regard to the giving and receiving of gratuities and gifts, as well as dealing with actual or potential conflicts of interest, including offering and being offered inducements or bribes.

Please click the button below to read the full policy.

Click to view Policy




 Next

1.42 Surveillance


Surveillance and Monitoring


The purpose of our Surveillance and Monitoring Policy is to establish a transparent framework within Wilson Security for the conduct of monitoring and surveillance activities.


The benefits of such activity includes:

- a reduction in the safety risks for workers, customers and members of the public;
- improvements to the integrity and security of our systems;
- optimised efficiency and customer service.

Please click the button below to read the full policy.

Click to view Policy




 Next

1.43 Untitled Slide

Equipment and Assets

We may provide you with access to equipment and materials so that you can undertake the requirements of your position and provide service to our customers.

These items must not be used for personal use or given to others unless expressly authorised by a Wilson Security manager.

Wilson Security equipment and assets include, but are not limited to:

- Computers and other electronic technology;
- Security access passes and keys;
- Uniform and event clothing;
- Office equipment;
- Landline and/or mobile telephones;
- Company motor vehicles.



Code of Conduct & Acceptance Form

Policy Owner	Human Resources
Last Reviewed	April 2019
Version	1

This document is “uncontrolled” if it has been saved locally or printed

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Code of Conduct Policy

Purpose

We value our People at Wilson and acknowledge that it is their commitment, skill, results and general contribution that combine to achieve our business strategy, operational goals and customer satisfaction.

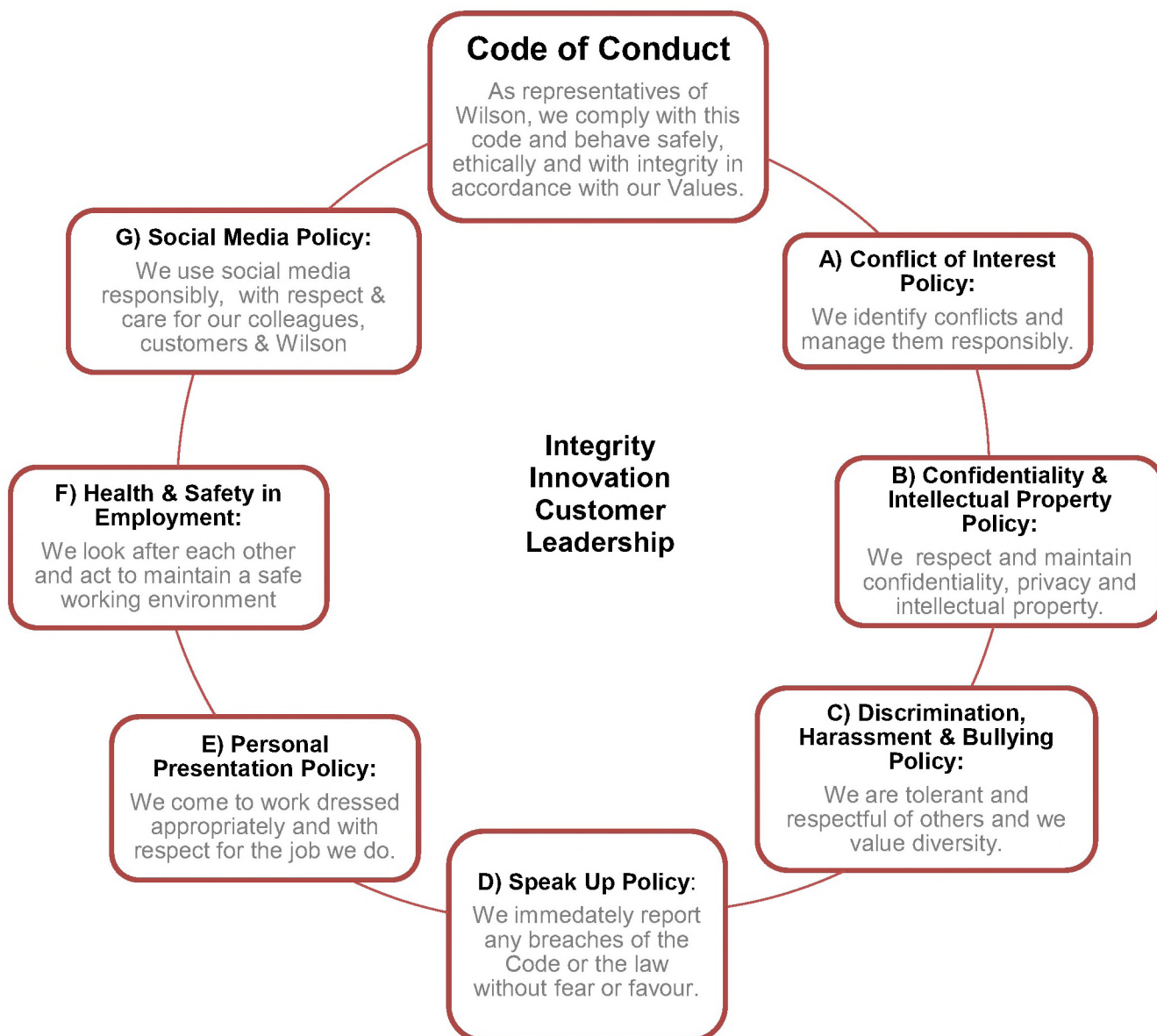
We firmly believe that it is not just *what* we do, but also *how* we work together to achieve results that makes the Wilson difference. Our Code of Conduct describes the expectations we have of all of our People, underscored by our Values of **Integrity, Innovation, Customer** and **Leadership**.

Our Code of Conduct Framework sets the standards for the way we work and, when read as a whole, provides relevant guiding principles for helping us all make well-judged decisions in our day-to-day work. The Framework also provides clear behavioural expectations so that everyone can work in a productive and considerate environment.

Code of Conduct Framework

What is included in our Code of Conduct Framework?

Our Code of Conduct Framework explains the way we are expected to behave and work together, in accordance with our Values, to achieve a tolerant, ethical, fair and consistent workplace culture. The Framework also comprises of a range of Policies that outline the standards of conduct and expectations we have of our People that, together, form our overarching Code of Conduct. The Policies that form our Code of Conduct Framework are shown in the diagram below. Each provides specific guidance and information about the obligations in each of the areas covered, which may from time to time be amended, or be added to as circumstances change.



Scope

Who Is covered by the Code of Conduct?

Our Code of Conduct Framework applies to employees across Australia and to the extent relevant, to all consultants and contractors who have been engaged to provide services to Wilson and our related companies. This includes employees who may be covered by an Award or enterprise agreement.

When does the Code of Conduct apply?

The application of our Code of Conduct is not limited to the workplace or standard working hours. Our expectations for how our People behave and conduct themselves extend to any work-related context including work travel; attending external events such as conferences or training; work functions or parties; and when entertaining clients, providers or customers.

Policy

Complying with our Code of Conduct Policy and Framework is a requirement of ongoing employment or engagement with Wilson. All individuals must read and understand our Code of Conduct Framework and must sign the **Code of Conduct Acknowledgement & Acceptance Form** (attached at the end of this Policy at Appendix A) as and when required.

We take our Code of Conduct very seriously. Disciplinary action, up to and including termination of employment or engagement, may be taken against any person found to be in breach of one or more of the policies that make up our Code of Conduct Framework.

All individuals are encouraged and expected to report any actual or suspected incidence of corrupt, illegal or unethical conduct or behaviour so that the matter can be investigated. Wilson is committed to treating reports seriously and with sensitivity and will treat such issues as confidential as so far as possible to fully investigate the situation. Wilson is also committed to cooperating with any agency or government department which may be conducting investigations as part of a lawful process.

Corporate Governance

Good Corporate Governance is a natural and important part of our Code of Conduct Policy. Wilson is committed to delivering compliant corporate governance in all areas of our business practice in order to compete globally and to maintain and promote our stable and ethical reputation in the marketplace and industry sectors we operate in.

In all activities and decisions made by Wilson, its Officers must abide by the requirements of the applicable corporations-related legislation and any amendments made to it from time to time.

Corporate Governance Principles

The following underlying principles are used to guide our approach to doing business and will be represented to both internal and external stakeholders through our actions and communications. It is our intention to maintain and fulfil our clients' requirements and expectations while, at the same time, sustaining profitability on behalf of our Shareholder. Led by the Board, Executive Team and Senior Management, we are committed to:

- communicating clearly the roles and responsibilities of the Board and Management with all relevant stakeholders;
- facilitating and maintaining an appropriately qualified Board and Senior Executive team, both in experience and dimension, which will reflect coverage of matters which fall under its accountability and direction;
- demonstrating ethical and responsible decision-making in our activities;
- providing credible and transparent financial reporting which is independently audited and verified;
- providing and promoting disclosure of material matters relating to our operations (as required by Law) in a timely and balanced manner;
- demonstrating respect and acceptance of our Shareholder's wishes and instructions, facilitating the effective exercise of those instructions;
- developing and maintaining sound systems for risk identification, minimisation and control;
- providing a fair, structured and quantified approach to remuneration, recognition and individual reward;
- promoting practices which facilitate enhanced performance and effectiveness on behalf of the Board and the management team at all levels; and
- respecting and supporting the legal and related (legitimate) interests of stakeholders.

We are also committed to ensuring that relevant procedures are implemented where applicable to enable all business units to support these principles, accompanied by supporting information to Wilson representatives where necessary.

All employees are required to support and make a positive contribution towards our commitments to good corporate governance by ensuring that their actions are aligned with the principles outlined above and that they adhere to our Code of Conduct. In activities at branch and operational levels, agreed service standards and our Code of Conduct Framework will form the minimum acceptable standard of service and delivery.

Responsibilities

All Employees: are responsible for familiarising themselves and complying with our Code of Conduct Framework.

As a part of conducting ourselves professionally, all individuals are expected to be responsible in the use of company and customer property and resources by:

- Only using them in an authorised manner for which they are intended and never for personal or illegal purposes;
- Treating the Wilson and customer resources/property with care and respect;
- Taking care to prevent loss, damage, misuse or theft of Wilson and customer assets;
- Notifying your manager if you become aware of the misuse of Wilson or customer resources/property; and
- Never abuse, deface or wilfully damage Wilson or customer resources, property or equipment.

For more detailed information on your obligations, please see the following:

Equipment, Mobile Phone & Company Assets Policy

If you do not understand your obligations under the Code of Conduct, please speak to your manager or a member of the People Capability Team.

Values and Behaviours

Wilson Values

Our Values provide a set of core behaviours that are the minimum expectation required of all. They describe the essence of what we believe to be important in the way we conduct ourselves with our colleagues and with our customers, visitors, contractors, suppliers and other stakeholders. In complying with our Code of Conduct, you are expected to adhere to the following standards of behaviour:

Our Values	Our Behaviours	Behaviours that reinforce	Behaviours that undermine
Integrity <i>Do what's right, not what's easy</i> We do what we say we will do and deliver on our promises.	<ul style="list-style-type: none"> • Act with courtesy, honesty and openness at all times • Make decisions in a thoughtful and ethical manner • Work in accordance with Wilson policies, acting in the best interests of Wilson and our customers • Maintain and provide accurate, complete and true records • Do not use Wilson's time, assets, business opportunities or contacts for your personal interest or gain 	<ul style="list-style-type: none"> • Lead by example • Transparency • Accountability • Consistency • Doing the right thing when no one is watching • Display mutual respect • Supportive & Understanding • Calls out compromising behaviour • Acts appropriately under pressure 	<ul style="list-style-type: none"> • Lack of accountability • Self-preservation • Turns a blind eye • Dishonesty • Inconsistency • Justifies compromising behaviours • Self interest • Disparagement • Sense of entitlement • Secrecy
Innovation <i>Change that adds value</i> We support new ways of thinking and working.	<ul style="list-style-type: none"> • Demonstrate that you are keen to learn and try new ways of working • Act to improve processes at every opportunity, challenging the status quo constructively • Share and build on ideas and suggestions and accept change with an open mind 	<ul style="list-style-type: none"> • Encourage creativity • Constructive actions • Collaboration • Communication • Curiosity • Long term view • Challenge with positive intent • Open Mindedness • Out of the box thinking • Agile • Receptive to change 	<ul style="list-style-type: none"> • Avoid risk taking • Negativity • Complacency • My way or the highway • Conservatism • Fear of the unknown • Narrow mindedness • Stagnant • Lack of investment • Risk averse • Short Sighted

<p>Customer</p> <p><i>Every customer counts</i></p> <p>Build trusted relationships with internal and external customers.</p>	<ul style="list-style-type: none"> • Demonstrate courtesy, co-operation and respect in all dealings with internal & external customers, visitors, contractors, suppliers and other external stakeholders • Listen to our customers and provide relevant and sustainable solutions • Aim to delight our customers by going the extra mile to exceed their expectations 	<ul style="list-style-type: none"> • Active listening • Builds Trusting Relationships • Good Communication • Proactively engage • Transparency • Understanding • Consistent • Responsive • Follow through - Deliver on promises 	<ul style="list-style-type: none"> • Non-responsive • Lack of respect and empathy • Inflexible • Lack of follow up • Complacency - Taking customers for granted • Lack of urgency • Deceptive/Dishonest • Disrespectful • Lack of engagement • Ignoring customers
<p>Leadership</p> <p><i>Demonstrating leadership is every person's responsibility</i></p> <p>The wellbeing of our people, our customers and our community guide our decisions.</p>	<ul style="list-style-type: none"> • Place a high priority on team and organisational goals, constantly looking to add value and achieve results • Take responsibility, seeking and acting on feedback • Demonstrate leadership with courage & creativity (this can be leadership of people or leadership within your field of expertise) • Lead by example in everything you do • Consider the health, safety and wellbeing of co-workers in our work activities. 	<ul style="list-style-type: none"> • Clear vision & direction • Collaborative • Consistent • Empowering • Leads by Example • Accountable • Supportive & Inclusive • Honest • Genuine/Authentic • Strong Communicator • Not afraid to make hard decisions • Transparency 	<ul style="list-style-type: none"> • Inconsistent • Complacent • Dishonest • Indecisive • Bad Listener • Lack of communication • Lack of transparency • Unaccountable • Double standards • Lack of alignment • Managing not leading • Favouritism

Conflict of Interest & Declaration Procedure

Under our Conflict of Interest (COI) Policy, all of our People are required to put the duties and responsibilities of their job and employment or engagement with Wilson above their own private interests when carrying out their work-related duties and responsibilities.

The COI Policy sets out those obligations and the responsibilities all Wilson People have with regard to giving and receiving gratuities and gifts as well as dealing with actual or potential conflicts of interest, including offering and being offered inducements or bribes.

All of our People are required to declare or report any COI they may have or suspect another person may have.

Declarations are important because they enable Wilson to consider the COI and reach a determination regarding an appropriate course of action

For more detailed information on your obligations, please see the following:

- **Conflict of Interest Policy & Declaration Procedure**

Confidentiality and Intellectual Property

In order to maintain our reputation and to protect our People and the companies we work with, Wilson is committed to maintaining the privacy, confidentiality and security of information that is in our possession, including intellectual property such as, but not limited to, designs, know-how, trade secrets and inventions.

In our broad business dealings we are trusted with private information, such as our employee and contractor details, and confidential information, such as customer files and commercial information.

To ensure we maintain our commercial interests and good reputation, all of individuals are expected to:

- Follow procedures and requirements for keeping information, passwords, access passes secure
- Do everything possible to keep information secure and not share information with anyone who does not need it to perform their work
- Ensure customer security, Privacy or confidentiality procedures and requirements are maintained

For more detailed information on your obligations, please see the following Code of Conduct Policy:

- **Confidentiality & Intellectual Property Policy**

Discrimination, Harassment and Bullying

Wilson values diversity because it not only creates a rich and vibrant atmosphere at work, but because it also brings ideas and different ways of thinking into the workplace.

We are therefore committed to:

- achieving a diverse workforce that is inclusive and respectful;
- providing a work environment that is free from discrimination, harassment, bullying and victimisation;
- making employment decisions based on merit and not on irrelevant attributes;
- promoting a safe working environment free from bullying; and
- not treating a person unfavourably because they have raised a genuine complaint about unacceptable behaviour.

Unlawful discrimination, harassment, bullying or victimisation are unacceptable and will not be tolerated.

For more detailed information on your obligations, please see the following:

- **Discrimination, Harassment & Bullying Policy & Complaints Procedure**

Speak Up Policy

Wilson is committed to creating and maintaining high standards of corporate governance and ethical conduct across all of our businesses and locations globally.

Our Speak Up Policy is in place to encourage the reporting of any concerns regarding actual or suspected illegal, unethical or unacceptable conduct, collectively called **Improper Conduct**.

Wilson's attitude is **"when in doubt: report it"**.

A person who has knowingly made a false report may be subject to disciplinary action up to and including termination of their employment or engagement.

For more detailed information and procedures about "whistleblowing" and reporting, please see the:

- **Speak Up Policy**

Personal Presentation Standards

The way we present ourselves for work communicates our professionalism and respect for our job, each other and our customers.

Where it is a Wilson requirement of the job to wear a uniform, including any time you may be directed to wear a uniform, it is a requirement that you attend work in company uniform. Where supplied, name badges must be worn whilst in contact with the public. All Wilson People are otherwise expected to attend the workplace, including offsite meetings, in neat business attire, appropriate for the position you have been engaged to undertake. It is also expected that you will maintain a high standard of neat and professional grooming at all times.

For more detailed information on your obligations, please see the:

- **Personal Presentation Policy**

Health and Safety in Employment

We all have a responsibility to conduct ourselves appropriately in order to maintain a safe working environment. All of our People are expected to play their part by complying with Wilson's Health, Safety and Wellbeing policies. Broadly, we expect that all individuals will:

- Take care of their own health and safety and that of others;
- Report hazards, incidents or accidents and stop or don't start any work which appears to be unsafe;
- Wear the specified footwear, clothing and personal protective equipment required for your job, without exception;

- Never come to work under the influence of alcohol or drugs and ensure they have read and understand the Wilson Drugs and Alcohol Policy;
- Never bring weapons of any kind to work (unless required as part of your employment and approved by Wilson); and
- Abide by all safety rules and procedures operating within the company and comply with all relevant health and safety policies and legislation.

All Health, Safety & Wellbeing Policies are available on the intranet and provide more detailed information.

Social Media Policy

Social media is used widely and is easily accessible at any time of the day or night. Because of this, it can be difficult to understand boundaries and what is acceptable when it comes to personal usage and your obligations to your employment or engagement with Wilson and your personal, legal restrictions.

Our Social Media Policy therefore aims to inform our People of the acceptable standards of use as they engage in conversations or interactions using social media for business or personal use, aligned with our Values of **Integrity, Innovation, Customer** and **Leadership**.

To protect you, Wilson and our business stakeholders/customers, individuals are not permitted to use social media to publish or comment on: any Wilson-related activity; or make any disparaging comment about any Wilson People; or any of Wilson's business stakeholders, including customers; or any Wilson product or service; or to use the Wilson name, brand, or logo from any business unit (i.e. entity) at any time. Only employees who have specific, written authorisation from Wilson may use social media for business use and only within the parameters of that written authorisation.

All of our People are responsible for familiarising themselves with and complying with our Social Media Policy.

For more detailed information, please see the:

- **Social Media Policy**

Additional Information

Where to go if you have questions

If you find yourself in a situation where you are unsure about how to behave or present yourself or you would like further information about any of our Code of Conduct Policies or our Values, please feel free to speak to your Manager or a member of Wilson's Human Resources Team

Policy Review

This Policy is maintained by Wilson's Human Resources Team and may be revised from time to time based on legislative requirements and to ensure relevance to our business operations. It does not form part of an individual's contract of employment or engagement.

You are welcome to contact [REDACTED] with any suggestions, feedback or questions.

Appendix A: Code of Conduct Acknowledgement & Acceptance Form

Before signing this form, you are expected and encouraged to read the associated policies that make up our Code of Conduct Framework, which include:

- Conflict of Interest Policy;
- Confidentiality & Intellectual Property Policy;
- Discrimination, Harassment & Bullying Policy & Complaints Procedure;
- Speak Up Policy;
- Personal Presentation Policy;
- Social Media Policy;
- Work Health Safety & Environment (WHSE) Policy;
- Equipment, Mobile Phone & Company Assets Policy;

If you have any questions about any of these policies, please seek the advice of your manager/supervisor, or speak to a member of the Human Resources team.

Acceptance:

I, (print name) _____, acknowledge that I have been provided with the opportunity to read the Wilson Code of Conduct.

I acknowledge and accept that I will work in accordance with the Wilson Code of Conduct and comply with the Code and the associated policies and procedures.

Signature:

Date:

Please return this completed form to the Human Resources Team either by hand or scan and email to [REDACTED]

A copy of this form will be stored in your personnel file.



Level 3, 6 English St
Essendon Fields VIC 3041
[Redacted]
wilsonsecurity.com.au

Duties / Actions On.

You are working inside a quarantine area declared by the Government, under the Public Health Act, and as such the Authorised Officer from D.H.H.S is in charge of this hotel.

Our main objective is to observe and report, ensuring that the guests who are quarantined remain inside their rooms.

You are to remain on your post at **all times**, when not on a break and at the beginning of your shift note down and record the Mobile number of your shift supervisor. This in on the white board and given at the briefing time in the morning or evening at shift change.

You are to ensure that guests comply with the order they have signed and must escalate all issues and people exiting their room immediately to your shift supervisor.

Should a guest fail to listen to your request, you are to advise them that they are not complying with the order they signed and that you will have to report this immediately.

Please note a detailed description and or what room number the guest has been in and call your supervisor, they will need details to escalate to DHHS or Victoria Police.

At no time are you required to physically stop, restrain or touch the persons in Quarantine. Always maintain social distancing, hand hygiene, report to your supervisor if you are feeling unwell.

Please ensure you are vigilant and paying attention to your surroundings and adhere to all OH&S procedures on shift and complying with the Social Distancing guidelines. All OH&S issues or concerns need to be escalated to the shift supervisor or the Wilson representative onsite.

Staff are to use the security office space for eating and taking their breaks, please keep this area clean, and free from rubbish.

DHHS 1800 960944 help line for any guests queries and advise them to call the room service or reception for any Hotel issues.

When you are relieved for a break please ensure you tell the oncoming staff member of any issues or concerns in your area. We thank you and appreciate what you are doing during such an important time.

Wilson Security.



ASSIGNMENT INSTRUCTION

Client Name: DHHS

Location / Site:
Job Title: Security Guard

Version & Revision Date: 08/04/2020

1. Patrols Complete this section for mobile patrols.	N/A	N/A	N/A	N/A
2. Reporting Details of reporting requirements for this position.	<ul style="list-style-type: none"> Onsite arrival – Declaration of fitness (provide information for site supervisor to complete) Incident Reporting 			
3. Position Reports To Title of person this position reports to.	Wilson Security Site Supervisor			
4. Job Purpose Describe the purpose of the job	<p>The purpose of this position is to</p> <ul style="list-style-type: none"> Support the Chief Health Officer, authorized officers and Victoria Police in the enforcement of the <i>Isolation (International Arrivals) Directions</i> on the premises of the hotel Ensure quarantined guests do not leave the hotel for the period of their quarantine without the permission of an authorised officer. This will be a direction from the Authorised officer assigned to the Hotel or VICPOL member Ensure quarantined guests do not visit each other Ensure quarantined guests do not receive external visitors, with the exception of <ul style="list-style-type: none"> The parents, guardians or temporary carer of quarantined guests under 18 Medical professionals in an emergency situation Adhere to the details of movement for guests as set out by the hotel Ensure that any disputes involving quarantined guests in the hotel are de-escalated without physical contact. Verbally remind the person that they are in breach of the order and they face a possible \$19,000 fine. If unable to de-escalate, Victoria Police should be contacted immediately. Your health and safety is priority, and escalation is to be via Supervisor and 000 immediately. Note and record guest's response to your verbal directions to return to their room including their room number in an incident report Provide advice to quarantined guests on which areas they can go to in the hotel and ensure that this is upheld, this must be as directed by the DHHS representative. Liaise with hotel's existing security and management operations team with regard to hotel layout, access and exit points, and emergency evacuation protocols Adhere to evacuation processes, if required Contact the dedicated government information line (1800 960 994) to support guests in answering questions about their quarantine 			
5. Equipment Requirement Describe the purpose of the job	Personal protective equipment <ul style="list-style-type: none"> Gloves (always) Mask and goggles (where required) Alcohol wipes and hand sanitiser, as required 			
6. Task Requirements Insert details of the task sufficient to provide the incumbent with enough information to undertake the task.	<p>These are the generic duties of the role and may be varied from time to time:</p> <ul style="list-style-type: none"> The Security Guard will ensure the isolation of international arrivals in the hotel. There may be other instructions to be followed, which will be passed on by the Site Supervisor, Chief Health Officer or Victoria Police <p>Key Result Areas</p> <p>Complete day-to-day tasks effectively dependant on site and client requirements, which may include:</p> <ul style="list-style-type: none"> Provide customer service response and guidance to guards 			

Client Name: Victorian Department of Health and Human Services (DHHS)		Job Title: Site supervisor	
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	<ul style="list-style-type: none"> • Ensure signage and site presentation standards are maintained • Report faults and defects • Generate and complete reports when required • General housekeeping <p>Key Performance Indicators</p> <ul style="list-style-type: none"> • Completed in an effective, respectful, professional manner • Participate in meetings as directed <p>Customer Satisfaction</p> <ul style="list-style-type: none"> • Ensures professional and courteous service is consistently provided to all customers. • Displays a friendly manner with the customer and is able to build rapport. • Provides fast, yet efficient customer service and is responsive to the demands and needs of customers. • Ensure confidentiality of information is maintained both within Wilson Security and the customer <p>Key Performance Indicators</p> <ul style="list-style-type: none"> • Customer expectations are met with regards to quality, accuracy, and timely delivery of customer service <p>Problem Resolution</p> <ul style="list-style-type: none"> • Gains an understanding of the customer's needs and takes responsibility for resolution. • Ensures customer enquiries are resolved in a timely manner and that solutions developed ensure customer satisfaction. • If a customer issue cannot be resolved, ensures their enquiry is forwarded to the relevant area in a timely manner. <p>Key Performance Indicators</p> <ul style="list-style-type: none"> • Customer satisfaction <p>Environmental Sustainability</p> <ul style="list-style-type: none"> • Supports the Company goals and directives for environmental sustainability within scope of own role <p>Key Performance Indicators</p> <ul style="list-style-type: none"> • Attendance at mandatory training • Reports environmental incidents/hazards consistent with company policies or procedures • No adverse impact to the environment due to non-adherence to company policies or procedures • Reports behaviours and issues which may result in an environmental incident • Ensure all incidents and issues are escalated through the appropriate channels. <p>Quality Improvement</p> <ul style="list-style-type: none"> • Supports the Company's commitment to continuous quality improvement within scope of own role <p>Key Performance Indicators</p> <ul style="list-style-type: none"> • Be aware of ways to improve the daily activities in the role. Make suggestions about service improvement and cost control to meet the goals of the business. • Participate in the evaluation and implementation of recommendations of quality improvement
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Client Name: Victorian Department of Health and Human Services (DHHS)		Job Title: Site supervisor	
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	<p>activities.</p> <p>Compliance</p> <ul style="list-style-type: none"> Complies with company policies, procedures and legal requirements and ensure compliance by others. Ensures all Operations Management procedures are followed. <p>Key Performance Indicators</p> <ul style="list-style-type: none"> Be diligent and comprehensive with compliance. <p>Other duties as directed</p> <ul style="list-style-type: none"> Flexibility <p>Communicates Effectively – communicates openly and effectively with fellow workers and supervisors.</p> <p>Processes Information - comprehends and understands written and verbal communication; able to understand and follow policies, procedures and instructions.</p> <p>Acts Reliably - demonstrates consistency in work; reliable, dependable, and punctual; follows instructions accurately.</p> <p>Works with Others - develops a good working relationship with team members; enjoys the company of others.</p> <p>Focuses on Customers - meets the needs of customers and acts with customers in mind. Makes improvements based on customer feedback.</p> <p>Focuses on Quality - consistently achieves excellent service outcomes and maximises service efficiency; Maintains high quality standards set by Wilson Security.</p> <p>Personal Presentation - well-groomed, presentable, high level of cleanliness and hygiene.</p> <p>Flexible – Is willing to work a variety of shifts, perform a variety of job tasks and duties and take direction from various supervisory personnel to assist Wilson Security complies with all service delivery obligations.</p> <p>Safety – Adheres to all safety instructions, policies and procedures. Informs Supervisor or Management of any safety issues or hazards in the workplace.</p> <ul style="list-style-type: none"> Knowledge of customer service principles and processes i.e. customer needs assessment, meeting quality standards for service, and evaluation of customer satisfaction. Presentation Skills Ability to follow procedures and policies Excellent communication skills Able to work independently and as part of a team Able to handle/resolve issues before the need for escalation Able to read maps/directions and retain information Good negotiating skills
<p>7. Risk Management</p> <p>Insert known hazard/risks and controls specific to this task. These can be identified in the</p>	<p>Hazard Management</p> <p>Security Officers are to be vigilant in identifying hazards which may eventuate during their shift. Immediate isolation of the Hazard may be required to avoid an incident. All identified Hazards must be reported to the Control Room operator, Senior Guard or Supervisor.</p>
<p>Client Name: Victorian Department of Health and Human Services (DHHS)</p>	<p>Job Title: Site supervisor</p>
	<p>Document Owner: General Manager – National Operations</p>
<p>Filing Storage Location: Contract Files</p>	<p>Minimum Retention Period: Term of Contact + 12 months</p>
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<p>completed Site Risk Assessment located in the CMP or in the Site Safety Plan.</p>	<p>Where Hazards are identified that are not included in this Assignment Instruction, complete a Hazard Report indicating the hazard/risk and what action was taken to, or needs to be taken to mitigate or reduce the risk to an acceptable level. If the hazard is ongoing this Assignment Instruction may need to be updated to include the hazard and control/s in this section.</p> <p><u>Occupational Health and Safety (OH&S)</u></p> <ul style="list-style-type: none"> Manage all safety compliance issues within the site and initiate any investigations into incidents that may arise Ensure all activities comply with relevant acts, legal requirements and ethical standards Demonstrate support of safety first culture by pro-actively supporting and meeting all corporate policies and initiatives on OH&S Act as leader of safety first culture and demonstrate support of all corporate policies and initiatives on OH&S Promote and support continuous improvement of safety practices in the area of responsibility which includes: <ul style="list-style-type: none"> Personal safety action plan Scheduled safety observations To ensure hygiene safety <ul style="list-style-type: none"> Maintain social distancing at all times Utilise hand washing facilities, hand sanitiser and gloves Use alcohol wipe to disinfect any equipment or passes at the commencement of your shift Do not touch your face Do not enter any person's hotel room Do not deliver food, assist in moving food trays or rubbish Do not move or assist with laundry or bed linen Do not move or assist with personal bags or luggage Incident reporting <p>Key Performance Indicators</p> <ul style="list-style-type: none"> OH&S statistics Number of accidents or incidents during the month; Number of breaches of company health and safety standards. Incident investigations 	
	<p>Identified Hazard</p> <p>Slips, Trips, and falls through:</p> <ul style="list-style-type: none"> Uneven surfaces / slippery surfaces Raised stairs / stair wells Plant / Equipment Raised footpaths Raised protective covers Raised Bunding Poor housekeeping 	<p>Control/s</p> <ul style="list-style-type: none"> Suitable footwear is worn that is adequate for the duties performed (Workplace Uniform Policy) Trip hazards such as raised steps in stair wells, raised protective covers, raised bunding etc. are painted high visibility yellow Awareness training associated with slips, trips and falls provided during induction Any high-risk issues associated with slips, trips and falls during routine work activities to be discussed with DHHS Use of hand rails at all times where applicable Officers are trained and familiarised with routes required via briefing, training shifts and site induction Hazard identification and reporting process in place internally and to client Relevant jobs logged with maintenance as required All main access ways, emergency routes, and passage ways are clearly lit, marked and kept free from obstructions and debris Toolbox talks completed on slips trips and falls Floors kept dry and clean internally Torches available if required at low light with spare batteries on site Designated storage areas are determined and all employees are aware of these Slippery when wet signage available

Client Name: Victorian Department of Health and Human Services (DHHS)		Job Title: Site supervisor	
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ASSIGNMENT INSTRUCTION

		<ul style="list-style-type: none"> Waste bins provided
	Exposure to an aggressive / violent / threatening offender including drug / alcohol affected person	<ul style="list-style-type: none"> All employees trained in conflict resolution as part of security licence Communication Skills' and 'Physical Restraint' training received as a component of the Security Guard Licence Use of radios for the prompt relay of information to other officer / client - opportunity for security guard to ask for assistance (if required) Dealing with aggressive and violent behaviour online training module Officers trained to adopt a tactical position of safety and advantage should there be an escalation Wilson Security Induction Officers trained to assess situation prior to approaching Officers trained to be alert for potential violence and suspicious behaviour and report it to client Observe and Report protocols are to be followed – Security Officers should avoid at all times getting 'hands-on' with any aggressors Operations manager and duty managers determine through questioning that the Security Officer has the knowledge concerned with the management of conflict Standard Operating Procedures (SOP's) and Assignment Instructions (AI's) are in place Security Officer Audit Checklists completed as scheduled to ensure compliance Site Specific Induction Employee assistance program (EAP) available for support, debriefing, and counselling Issue Resolution Procedure
	Exposure to possible bites and or stings including: <ul style="list-style-type: none"> Insects Stray animals 	<ul style="list-style-type: none"> Hazard identification forms available PPE provided First aid kits provided on site Safety talks completed as required Toolbox talks as required Employees trained in first aid Pre-medical questionnaire including medical information and records for each employee
	Exposure to dust, dirt, and debris including: <ul style="list-style-type: none"> entering construction areas 	<ul style="list-style-type: none"> PPE provided Wearing PPE is mandatory in specified areas Staff trained in first aid Daily cleaning conducted by client staff to ensure workplace is clean and tidy First aid kits provided on site Guards are to observe and comply to all safety signage regarding access Do not disturb suspicious material signage available Hazard Id forms available Wilson Security and site specific induction Pre-approved contractors information added to SOP and AI's specifying location of the MSDS documents onsite & use of documents
	Radio failure / communications failure causing inability to respond to incident or injury	<ul style="list-style-type: none"> Communications equipment is checked at the commencement of each shift Equipment is charged and fully operational at the end of shift Spare batteries are available on site and are fully charged Scheduled radio / welfare checks are conducted as per schedule Procedure is in place to coordinate response to any lost communications
Client Name: Victorian Department of Health and Human Services (DHHS)		Job Title: Site supervisor
Document Owner: General Manager – National Operations		
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		<ul style="list-style-type: none"> Site mobile phone listing to be kept up to date in the Control Room in case officer cannot be raised via 2-way radio. Site mobile to be carried by all patrol officers whilst on shift in case of emergency or radio failure. Instructions regarding radios and welfare checks form part of in SOP's and AI's
	Exposure to fatigue	<ul style="list-style-type: none"> Operations Manager observes roster to monitor hours Hours also monitored from head office via power force Rosters are done in accordance with Wilson Security and client fatigue management policy and relevant EBA Welfare checks completed as per schedule Duty managers and Operations manager conducts random welfare checks on site Procedures in place for staff to inform site supervisor or operations manager of extreme fatigue Site safety induction completed covering specific safety aspects of their role prior to commencing first shift Operations manager / rostering ensure rostered days off and rest periods are considered when offering extra shifts Authorized mobile phones, two way radios provided to guards to ensure staff can contact relevant Wilson Security and client personnel when required. Fixed land line is also available inside Shift Controllers & Site Management to monitor staff throughout shifts to minimise fatigue Fatigue management toolbox talks completed SOP and AI developed and communicated to guards
	Exposure to fire, emergency situation or alarm response	<ul style="list-style-type: none"> Wilson and Site Specific induction Any faulty equipment recorded to hotel Site specific induction including emergency evacuation areas Emergency evacuation maps available throughout site Procedures in place to notify relevant personnel of any alarm response within specified timeframes Task / activity specific emergency procedures and plans All staff to have read and signed their understanding of the site-specific Fire & Emergency procedures manual
8. PPE requirements List any required personal protective equipment (PPE) required for the task.	<ul style="list-style-type: none"> Gloves (at all times) Face masks (as required) Goggles (as required) 	
9. Minimum Skills / Qualifications Identify the minimum skills requirements to undertake this task.	<ul style="list-style-type: none"> Certificate II in security operations Valid unrestricted Drivers Licence Security Licence Victorian security licence First aid (Level 2) 	
10 Training Requirements Identify any specific training requirements needed to competently undertake the task.	Insert overview of training requirements and list specifics in dot points below	
	Unsupervised Pre-Employment Training Wilson induction – online <ul style="list-style-type: none"> Introduction to Wilson security Wilson policies and procedures WHSE Customer service Supervised Employment Training <ul style="list-style-type: none"> Site Induction – <ul style="list-style-type: none"> Registration Standard operating procedures Emergency procedures WHSE 	<ul style="list-style-type: none"> Wilson security – online training <ul style="list-style-type: none"> WHS Awareness Workplace Bullying and Occupational Violence Discrimination and EEO Sexual Harassment Prevention Diversity in the Workplace Security Awareness for Security Officers Toolbox talks <ul style="list-style-type: none"> Workplace safety Customer service WHSE
Client Name: Victorian Department of Health and Human Services (DHHS)		Job Title: Site supervisor
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ASSIGNMENT INSTRUCTION

	<ul style="list-style-type: none"> ○ Radio communications ○ Access control ○ Threat recognition and response ○ Welfare checks ○ Records and documentation for the designated role 	<ul style="list-style-type: none"> ○ Workplace procedures ○ Teamwork
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Approved by: _____ Title: _____ Date: _____

SECURITY OFFICER ACKNOWLEDGEMENT (Verification that the incumbent/s has received, read and is able to meet the requirements of this AI.)

Name	Signature	Date	Name	Signature	Date

INSTRUCTION:

- An Assignment Instruction (AI) must be completed for all site specific tasks, and must be approved by the client.
- Once approved a copy of the AI must be provided / communicated to all relevant officers that will undertake the tasks identified in the AI. Security Offices are required to review and sign off on each AI for tasks they are undertaking.
- A copy of the AI must be retained in the Wilson Security Contract Management Plan.
- AIs must be reviewed annually *(from the date shown above)* or when a task is changed.
- Key hazards identified in the Hazard Assessment affecting the incumbent of this Assignment Instruction should be included in the Risk Management section.
- A record of review must be completed and signed by the Contract / Operations Manager and the Client Representative.

Note: Where the client representative declines to review and approve the AI a note of their decision must be recorded in the CMP or contract file, and the AI approved by the Wilson Security Operations Manager.

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ASSIGNMENT INSTRUCTION

Client Name: DHHS

Location / Site:
Job Title: Site Supervisor

Version & Revision Date: 08/04/2020

1. Patrols Complete this section for mobile patrols.	N/A	N/A	N/A	N/A
2. Reporting Details of reporting requirements for this position.	<ul style="list-style-type: none"> Onsite arrival – Declaration of fitness Incident Reporting 			
3. Position Reports To Title of person this position reports to.	Wilson Security Site Manager			
4. Job Purpose Describe the purpose of the job	<p>The purpose of this position is to support security guards as they</p> <ul style="list-style-type: none"> Support Security guards to <ul style="list-style-type: none"> Support the Chief Health Officer, authorized officers and Victoria Police in the enforcement of the <i>Isolation (International Arrivals) Directions</i> on the premises of the hotel Ensure quarantined guests do not leave the hotel for the period of their quarantine without the permission of an authorised officer. This will be a direction from the Authorised officer assigned to the Hotel or VICPOL member Ensure quarantined guests do not visit each other Ensure quarantined guests do not receive external visitors, with the exception of <ul style="list-style-type: none"> The parents, guardians or temporary carer of quarantined guests under 18 Medical professionals in an emergency situation Adhere to the details of movement for guests as set out by the hotel Ensure that any disputes involving quarantined guests in the hotel are de-escalated without physical contact. Verbally remind the person that they are in breach of the order and they face a possible \$19,000 fine. If unable to de-escalate, Victoria Police should be contacted immediately. Your health and safety is priority, and escalation is to be via Supervisor and 000 immediately. Note and record guest's response to your verbal directions to return to their room including their room number in an incident report Provide advice to quarantined guests on which areas they can go to in the hotel and ensure that this is upheld, this must be as directed by the DHHS representative. Ensure suitable PPE is worn by security guards Support every guard on arrival to complete a declaration of fitness for each shift Coordinate and cooperate with operations teams Liaise with hotel's existing security and management operations team with regard to hotel layout, access and exit points, and emergency evacuation protocols Adhere to evacuation processes, if required Contact the dedicated government information line (1800 960 994) to support guests in answering questions about their quarantine 			
5. Equipment Requirement Describe the purpose of the job	Personal protective equipment <ul style="list-style-type: none"> Gloves (always) Mask and goggles (where required) Alcohol wipes and hand sanitiser, as required 			

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6. Task Requirements Insert details of the task sufficient to provide the incumbent with enough information to undertake the task.	These are the generic duties of the role and may be varied from time to time:		
	<ul style="list-style-type: none">The Security Guard will ensure the isolation of international arrivals in the hotel. There may be other instructions to be followed, which will be passed on by the Site Supervisor, Chief Health Officer or Victoria Police		
	Key Result Areas		
	Complete day-to-day tasks effectively dependant on site and client requirements, which may include:		
	<ul style="list-style-type: none">Provide customer service response and guidance to guardsEnsure signage and site presentation standards are maintainedReport faults and defectsGenerate and complete reports when requiredGeneral housekeeping		
	Key Performance Indicators		
	<ul style="list-style-type: none">Completed in an effective, respectful, professional mannerParticipate in meetings as directed		
	Customer Satisfaction		
	<ul style="list-style-type: none">Ensures professional and courteous service is consistently provided to all customers.Displays a friendly manner with the customer and is able to build rapport.Provides fast, yet efficient customer service and is responsive to the demands and needs of customers.Ensure confidentiality of information is maintained both within Wilson Security and the customer		
	Key Performance Indicators		
<ul style="list-style-type: none">Customer expectations are met with regards to quality, accuracy, and timely delivery of customer service			
Problem Resolution			
<ul style="list-style-type: none">Gains an understanding of the customer’s needs and takes responsibility for resolution.Ensures customer enquiries are resolved in a timely manner and that solutions developed ensure customer satisfaction.If a customer issue cannot be resolved, ensures their enquiry is forwarded to the relevant area in a timely manner.			
Key Performance Indicators			
<ul style="list-style-type: none">Customer satisfaction			
Environmental Sustainability			
<ul style="list-style-type: none">Supports the Company goals and directives for environmental sustainability within scope of own role			
Key Performance Indicators			
<ul style="list-style-type: none">Attendance at mandatory trainingReports environmental incidents/hazards consistent with company policies or proceduresNo adverse impact to the environment due to non-adherence to company policies or proceduresReports behaviours and issues which may result in an environmental incidentEnsure all incidents and issues are escalated through the appropriate channels.			
Client Name: Victorian Department of Health and Human Services (DHHS)			
Job Title: Site supervisor			
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	<p>Quality Improvement</p> <ul style="list-style-type: none">• Supports the Company's commitment to continuous quality improvement within scope of own role <p>Key Performance Indicators</p> <ul style="list-style-type: none">• Be aware of ways to improve the daily activities in the role. Make suggestions about service improvement and cost control to meet the goals of the business.• Participate in the evaluation and implementation of recommendations of quality improvement activities. <p>Compliance</p> <ul style="list-style-type: none">• Complies with company policies, procedures and legal requirements and ensure compliance by others.• Ensures all Operations Management procedures are followed. <p>Key Performance Indicators</p> <ul style="list-style-type: none">• Be diligent and comprehensive with compliance. <p>Other duties as directed</p> <ul style="list-style-type: none">• Flexibility <p>Communicates Effectively – communicates openly and effectively with fellow workers and supervisors.</p> <p>Processes Information - comprehends and understands written and verbal communication; able to understand and follow policies, procedures and instructions.</p> <p>Acts Reliably - demonstrates consistency in work; reliable, dependable, and punctual; follows instructions accurately.</p> <p>Works with Others - develops a good working relationship with team members; enjoys the company of others.</p> <p>Focuses on Customers - meets the needs of customers and acts with customers in mind. Makes improvements based on customer feedback.</p> <p>Focuses on Quality - consistently achieves excellent service outcomes and maximises service efficiency; Maintains high quality standards set by Wilson Security.</p> <p>Personal Presentation - well-groomed, presentable, high level of cleanliness and hygiene.</p> <p>Flexible – Is willing to work a variety of shifts, perform a variety of job tasks and duties and take direction from various supervisory personnel to assist Wilson Security complies with all service delivery obligations.</p> <p>Safety – Adheres to all safety instructions, policies and procedures. Informs Supervisor or Management of any safety issues or hazards in the workplace.</p> <ul style="list-style-type: none">• Knowledge of customer service principles and processes i.e. customer needs assessment, meeting quality standards for service, and evaluation of customer satisfaction.• Presentation Skills• Ability to follow procedures and policies		
Client Name: Victorian Department of Health and Human Services (DHHS)		Job Title: Site supervisor	
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	<ul style="list-style-type: none"> • Excellent communication skills • Able to work independently and as part of a team • Able to handle/resolve issues before the need for escalation • Able to read maps/directions and retain information • Good negotiating skills 				
7. Risk Management Insert known hazard/risks and controls specific to this task. These can be identified in the completed Site Risk Assessment located in the CMP or in the Site Safety Plan .	Hazard Management Security Officers are to be vigilant in identifying hazards which may eventuate during their shift. Immediate isolation of the Hazard may be required to avoid an incident. All identified Hazards must be reported to the Control Room operator, Senior Guard or Supervisor. Where Hazards are identified that are not included in this Assignment Instruction, complete a Hazard Report indicating the hazard/risk and what action was taken to, or needs to be taken to mitigate or reduce the risk to an acceptable level. If the hazard is ongoing this Assignment Instruction may need to be updated to include the hazard and control/s in this section. Occupational Health and Safety (OH&S) <ul style="list-style-type: none"> • Manage all safety compliance issues within the site and initiate any investigations into incidents that may arise • Ensure all activities comply with relevant acts, legal requirements and ethical standards • Demonstrate support of safety first culture by pro-actively supporting and meeting all corporate policies and initiatives on OH&S • Act as leader of safety first culture and demonstrate support of all corporate policies and initiatives on OH&S • Promote and support continuous improvement of safety practices in the area of responsibility which includes: <ul style="list-style-type: none"> ○ Personal safety action plan ○ Scheduled safety observations • To ensure hygiene safety <ul style="list-style-type: none"> ○ Maintain social distancing at all times ○ Utilise hand washing facilities, hand sanitiser and gloves ○ Use alcohol wipe to disinfect any equipment or passes at the commencement of your shift ○ Do not touch your face ○ Do not enter any person's hotel room ○ Do not deliver food, assist in moving food trays or rubbish ○ Do not move or assist with laundry or bed linen ○ Do not move or assist with personal bags or luggage • Incident reporting Key Performance Indicators <ul style="list-style-type: none"> • OH&S statistics • Number of accidents or incidents during the month; • Number of breaches of company health and safety standards. Incident investigations				
	<table> <tr> <th>Identified Hazard</th><th>Control/s</th></tr> <tr> <td> Slips, Trips, and falls through: <ul style="list-style-type: none"> • Uneven surfaces / slippery surfaces • Raised stairs / stair wells • Plant / Equipment • Raised footpaths • Raised protective covers • Raised Bunding • Poor housekeeping </td><td> <ul style="list-style-type: none"> • Suitable footwear is worn that is adequate for the duties performed (Workplace Uniform Policy) • Trip hazards such as raised steps in stair wells, raised protective covers, raised bunding etc. are painted high visibility yellow • Awareness training associated with slips, trips and falls provided during induction • Any high-risk issues associated with slips, trips and falls during routine work activities to be discussed with DHHS • Use of hand rails at all times where applicable </td></tr> </table>	Identified Hazard	Control/s	Slips, Trips, and falls through: <ul style="list-style-type: none"> • Uneven surfaces / slippery surfaces • Raised stairs / stair wells • Plant / Equipment • Raised footpaths • Raised protective covers • Raised Bunding • Poor housekeeping 	<ul style="list-style-type: none"> • Suitable footwear is worn that is adequate for the duties performed (Workplace Uniform Policy) • Trip hazards such as raised steps in stair wells, raised protective covers, raised bunding etc. are painted high visibility yellow • Awareness training associated with slips, trips and falls provided during induction • Any high-risk issues associated with slips, trips and falls during routine work activities to be discussed with DHHS • Use of hand rails at all times where applicable
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Client Name: Victorian Department of Health and Human Services (DHHS)		Job Title: Site supervisor	
	Document Owner: General Manager – National Operations		
Filing Storage Location: Contract Files	Minimum Retention Period: Term of Contact + 12 months		Destruction: Recycle
			4 of 7

ASSIGNMENT INSTRUCTION

		<ul style="list-style-type: none"> Officers are trained and familiarised with routes required via briefing, training shifts and site induction Hazard identification and reporting process in place internally and to client Relevant jobs logged with maintenance as required All main access ways, emergency routes, and passage ways are clearly lit, marked and kept free from obstructions and debris Toolbox talks completed on slips trips and falls Floors kept dry and clean internally Torches available if required at low light with spare batteries on site Designated storage areas are determined and all employees are aware of these Slippery when wet signage available Waste bins provided
	Exposure to an aggressive / violent / threatening offender including drug / alcohol affected person	<ul style="list-style-type: none"> All employees trained in conflict resolution as part of security licence Communication Skills' and 'Physical Restraint' training received as a component of the Security Guard Licence Use of radios for the prompt relay of information to other officer / client - opportunity for security guard to ask for assistance (if required) Dealing with aggressive and violent behaviour online training module Officers trained to adopt a tactical position of safety and advantage should there be an escalation Wilson Security Induction Officers trained to assess situation prior to approaching Officers trained to be alert for potential violence and suspicious behaviour and report it to client Observe and Report protocols are to be followed – Security Officers should avoid at all times getting 'hands-on' with any aggressors Operations manager and duty managers determine through questioning that the Security Officer has the knowledge concerned with the management of conflict Standard Operating Procedures (SOP's) and Assignment Instructions (AI's) are in place Security Officer Audit Checklists completed as scheduled to ensure compliance Site Specific Induction Employee assistance program (EAP) available for support, debriefing, and counselling Issue Resolution Procedure
	Exposure to possible bites and or stings including: <ul style="list-style-type: none"> Insects Stray animals 	<ul style="list-style-type: none"> Hazard identification forms available PPE provided First aid kits provided on site Safety talks completed as required Toolbox talks as required Employees trained in first aid Pre-medical questionnaire including medical information and records for each employee
	Exposure to dust, dirt, and debris including: <ul style="list-style-type: none"> entering construction areas 	<ul style="list-style-type: none"> PPE provided Wearing PPE is mandatory in specified areas Staff trained in first aid Daily cleaning conducted by client staff to ensure workplace is clean and tidy First aid kits provided on site Guards are to observe and comply to all safety signage regarding access
Client Name: Victorian Department of Health and Human Services (DHHS)		Job Title: Site supervisor
Document Owner: General Manager – National Operations		
Filing Storage Location: Contract Files	Minimum Retention Period: Term of Contact + 12 months	Destruction: Recycle
5 of 7		

ASSIGNMENT INSTRUCTION

		<ul style="list-style-type: none"> Do not disturb suspicious material signage available Hazard Id forms available Wilson Security and site specific induction Pre-approved contractors information added to SOP and AI's specifying location of the MSDS documents onsite & use of documents
	Radio failure / communications failure causing inability to respond to incident or injury	<ul style="list-style-type: none"> Communications equipment is checked at the commencement of each shift Equipment is charged and fully operational at the end of shift Spare batteries are available on site and are fully charged Scheduled radio / welfare checks are conducted as per schedule Procedure is in place to coordinate response to any lost communications Site mobile phone listing to be kept up to date in the Control Room in case officer cannot be raised via 2-way radio. Site mobile to be carried by all patrol officers whilst on shift in case of emergency or radio failure. Instructions regarding radios and welfare checks form part of in SOP's and AI's
	Exposure to fatigue	<ul style="list-style-type: none"> Operations Manager observes roster to monitor hours Hours also monitored from head office via power force Rosters are done in accordance with Wilson Security and client fatigue management policy and relevant EBA Welfare checks completed as per schedule Duty managers and Operations manager conducts random welfare checks on site Procedures in place for staff to inform site supervisor or operations manager of extreme fatigue Site safety induction completed covering specific safety aspects of their role prior to commencing first shift Operations manager / rostering ensure rostered days off and rest periods are considered when offering extra shifts Authorized mobile phones, two way radios provided to guards to ensure staff can contact relevant Wilson Security and client personnel when required. Fixed land line is also available inside Shift Controllers & Site Management to monitor staff throughout shifts to minimise fatigue Fatigue management toolbox talks completed SOP and AI developed and communicated to guards
	Exposure to fire, emergency situation or alarm response	<ul style="list-style-type: none"> Wilson and Site Specific induction Any faulty equipment recorded to hotel Site specific induction including emergency evacuation areas Emergency evacuation maps available throughout site Procedures in place to notify relevant personnel of any alarm response within specified timeframes Task / activity specific emergency procedures and plans All staff to have read and signed their understanding of the site-specific Fire & Emergency procedures manual
8. PPE requirements List any required personal protective equipment (PPE) required for the task.	<ul style="list-style-type: none"> Gloves (at all times) Face masks (as required) Goggles (as required) 	
9. Minimum Skills / Qualifications Identify the minimum skills requirements to undertake this task.	<ul style="list-style-type: none"> Certificate II in security operations Valid unrestricted Drivers Licence Security Licence Victorian security licence First aid (Level 2) 	
10 Training	Insert overview of training requirements and list specifics in dot points below	

Client Name: Victorian Department of Health and Human Services (DHHS)		Job Title: Site supervisor	
	Document Owner: General Manager – National Operations		
Filing Storage Location: Contract Files	Minimum Retention Period: Term of Contact + 12 months		Destruction: Recycle
			6 of 7

ASSIGNMENT INSTRUCTION

Requirements Identify any specific training requirements needed to competently undertake the task.	Unsupervised Pre-Employment Training Wilson induction – online <ul style="list-style-type: none"> ○ Introduction to Wilson security ○ Wilson policies and procedures ○ WHSE ○ Customer service Supervised Employment Training <ul style="list-style-type: none"> ● Site Induction – <ul style="list-style-type: none"> ○ Registration ○ Standard operating procedures ○ Emergency procedures ○ WHSE ○ Radio communications ○ Access control ○ Threat recognition and response ○ Welfare checks ○ Records and documentation for the designated role 	<ul style="list-style-type: none"> ● Wilson security – online training <ul style="list-style-type: none"> ○ WHS Awareness ○ Workplace Bullying and Occupational Violence ○ Discrimination and EEO ○ Sexual Harassment Prevention ○ Diversity in the Workplace ○ Security Awareness for Security Officers ● Toolbox talks <ul style="list-style-type: none"> ○ Workplace safety ○ Customer service ○ WHSE ○ Workplace procedures ○ Teamwork
--------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Approved by: _____ **Title:** _____ **Date:** _____

SECURITY OFFICER ACKNOWLEDGEMENT (Verification that the incumbent/s has received, read and is able to meet the requirements of this AI.)

Name	Signature	Date	Name	Signature	Date

INSTRUCTION:

- An Assignment Instruction (AI) must be completed for all site specific tasks, and must be approved by the client.
- Once approved a copy of the AI must be provided / communicated to all relevant officers that will undertake the tasks identified in the AI. Security Offices are required to review and sign off on each AI for tasks they are undertaking.
- A copy of the AI must be retained in the Wilson Security Contract Management Plan.
- AIs must be reviewed annually *(from the date shown above)* or when a task is changed.
- Key hazards identified in the Hazard Assessment affecting the incumbent of this Assignment Instruction should be included in the Risk Management section.
- A record of review must be completed and signed by the Contract / Operations Manager and the Client Representative.

Note: Where the client representative declines to review and approve the AI a note of their decision must be recorded in the CMP or contract file, and the AI approved by the Wilson Security Operations Manager.

Client Name: Victorian Department of Health and Human Services (DHHS)	Job Title: Site supervisor
Filing Storage Location: Contract Files	Document Owner: General Manager – National Operations
Minimum Retention Period: Term of Contact + 12 months	Destruction: Recycle
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Hotel Quarantine Work – COVID-19

Mar 2020

Introduction

As per Australian and State Government restrictions in response to the COVID-19 situation, various hotels across the country have been identified for quarantine use with travellers arriving from overseas. The travellers may be Australians returning home, or international guests.

This Toolbox Talk will discuss the key requirements of Security while onsite at these hotels.

COVID-19 is a respiratory illness caused from a new strain of a large family of viruses sharing the name corona virus. Other examples of corona viruses are Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). While it is a new illness, evidence shows that those most at risk of contracting it include people who've travelled from overseas (see reference below). Part of a staged response from the Australian Government, all travellers who've arrived in Australia after 15th March will be required to be quarantined in pre-chosen hotels.

All travellers being quarantined within the hotel have previously been screened by health personnel upon arrival into Australia, and are asymptomatic. This means they do not show any symptoms of COVID-19, and as such there is no current evidence of infection.

While quarantine is a Government restriction placed on incoming travellers, it is important to note that these people have done nothing wrong and must be treated with respect.

Wilson Security guards will be posted at various locations within these hotels to assist in maintaining the quarantine zone. The roles include:

- Customer service in the lobby, directing quarantined persons to appropriate check-in facilities
- On floor security and at exit points, monitoring any quarantined persons trying to leave their room or hotel, directing them back into their room
- Observe, report and escalate non-compliance by quarantined persons
- Receipt care parcels delivered to the hotel open bag search of the care parcel looking for prohibited items such as alcohol, cooked food, cigarettes, and drugs. Delivery of care package once cleared by DHHS.

At no stage are Wilson Security to detain or physically restrain someone from leaving their room.

In the event this happens, security officers must instruct persons back to their room, and if these instructions are not obeyed they are to report this to the Site Supervisor for escalation to the relevant Police Authority.

Security officers must focus on remaining calm, and use verbal de-escalation techniques when giving instructions to quarantined persons.

Security officers are not to enter quarantine rooms, handle food trays, rubbish, laundry bags, luggage or any other items being delivered to or removed from a quarantine room. The exception is care packages that have been screened.

Security officers **may** be instructed to assist the Police with physical restraint, but this should be performed at the express request of a local Police officer in the event of an emergency, and performed **ONLY** if the below PPE requirements are met.

Security officers must ensure they understand their legal role in working at these sites. Only the relevant State Police are authorised officers to enforce quarantine restrictions. Should a person under quarantine attempt to leave the hotel without express permission from the Police or DHHS, the Wilson Guard must attempt to have the quarantined person re-enter their room by using good, calm verbal communication and if needed, verbal de-escalation techniques. If the quarantined person remains non-compliant, the guard is to immediately escalate the matter to their Site Supervisor or State Police Authority.

Hotel Quarantine Work – COVID-19

Mar 2020

The risk level is the same as with the wider community during this pandemic. However, no person under quarantine have a confirmed case of COVID-19, so the risk is not as high as a COVID-19 clinic. The use of social distancing, hand and personal hygiene and PPE are adequate to manage the risk while performing this role. We have deemed the risk at a Significant level, but with the above controls it is reduced to Medium.

PPE required

Wilson Security have sought medical advice, and in line with the risk level identified the following PPE is required to work onsite.

<u>Mandatory</u>	<u>Accessible always (but not necessary to be worn)</u>
Gloves	Eye protection
Masks	

Special mention must be made for:

- Green zones. While every hotel is different, there will be areas and zones that are never accessed by quarantined guests. Some hotels have called these green zones – but staff must ensure no PPE is worn in these areas. Wearing of PPE in these areas potentially contaminates the area.
- Cross contamination. Gloves and masks must not be used across multiple zones of any hotels. As an example, PPE should not be taken from
 - o A residential floor into a lift
 - o A lift into a lobby
 - o Between floors
 - o A residential floor into a break room

All employees are reminded of the need to report incidents and hazards proactively. Imagine if you could have prevented one of your co-workers from getting hurt, but didn't report it!

Please report all incidents to the Site Supervisor for recording on Formstack at the site.

This will be an important and sometimes challenging role and we are directly supporting our employees working at these hotels via our company Employee Assistance Program (EAP).

It is at this point a timely reminder that our EAP is available to all our people through our partner Drake Workwise:

24/7 Telephone support

1300 135 600 (AU)

This service is free and confidential.



COVID-19 Hand Hygiene

Hand Hygiene

One of the most effective measures against COVID-19 is good personal hygiene.

Hand hygiene is a way of cleaning one's hands that substantially reduces potential pathogens on the hands.

Washing your hands is easy, and it is one of the most effective ways to prevent the spread of germs. Clean hands can stop germs from spreading from one person to another and throughout the entire community

How to wash your hands

Follow these five steps every time you wash your hands

1. Wet your hands with clean, running water (warm or cold), turn off the tap, and apply soap.
2. Lather your hands by rubbing them together with the soap. Lather the backs of your hands, between your fingers, and under your nails.
3. Scrub your hands for at least 20 seconds. Need a timer? Hum the "Happy Birthday" song from beginning to end twice.
4. Rinse your hands well under clean, running water.
5. Dry your hands using a clean towel or air dry them

Cheat Sheet

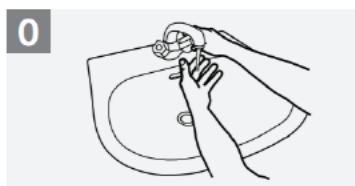


How to Handwash?

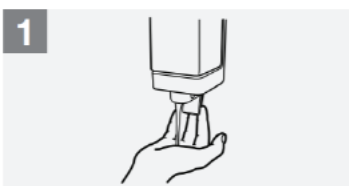
WASH HANDS WHEN VISIBLY SOILED! OTHERWISE, USE HANDRUB



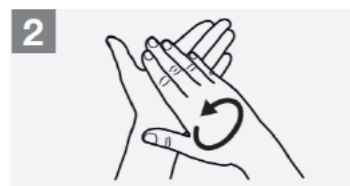
Duration of the entire procedure: 40-60 seconds



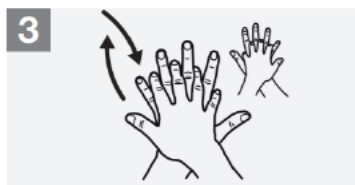
Wet hands with water;



Apply enough soap to cover all hand surfaces;



Rub hands palm to palm;



Right palm over left dorsum with interlaced fingers and vice versa;



Palm to palm with fingers interlaced;



Backs of fingers to opposing palms with fingers interlocked;



Rotational rubbing of left thumb clasped in right palm and vice versa;



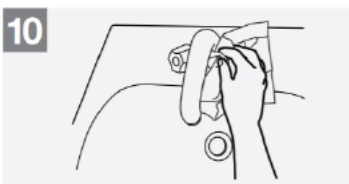
Rotational rubbing, backwards and forwards with clasped fingers of right hand in left palm and vice versa;



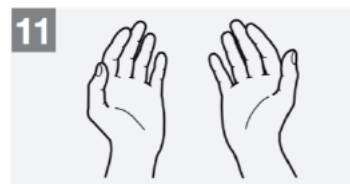
Rinse hands with water;



Dry hands thoroughly with a single use towel;



Use towel to turn off faucet;



Your hands are now safe.



World Health Organization

Patient Safety

A World Alliance for Safer Health Care

SAVE LIVES
Clean Your Hands

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WILSON SECURITY



Cheat Sheet

When to wash your hands

You can help keep yourself and others around your healthy by washing your hands often

In particular, you need to wash your hands

1. Before and after preparing food
2. Before eating food
3. After using the toilet
4. After blowing your nose, coughing or sneezing
5. After touching garbage
6. Before putting on gloves, safety glasses / goggles or face mask
7. After removing gloves, glasses / goggles or face mask
8. Before touching your eyes, nose or mouth
9. After you have been in a public place and touched an item or surface that may be frequently touched by other people, such as door handles, tables, gas pumps, shopping carts, or electronic cashier registers/screens, etc.
10. After touching an animal, animal food (including pet treats) and animal waste
11. After changing a nappy or helping a child use the toilet
12. Before and after caring for someone who is vomiting or has diarrhea
13. Before and after treating a cut or wound

Use of hand sanitiser

Washing hands with soap and water is the best way to get rid of germs in most situations.

However, if you cannot wash your hands, you can use an alcohol-based hand sanitiser that contains at least 60% alcohol

- Apply the hand sanitiser product to the palm of one hand (read the label to learn the correct amount).
- Rub your hands together.
- Rub the product over all the surfaces of your hands and fingers until your hands are dry. This should take around 20 seconds

Hand Sanitisers can quickly reduce the number of germs on hands in many

However,

- Hand Sanitisers do not get rid of all types of



Cheat Sheet



situations.

germs.

- Hand sanitisers may not be as effective when hands are visibly dirty or greasy.
- Hand sanitisers might not remove harmful chemicals from hands like pesticides and heavy metals.

Cheat Sheet



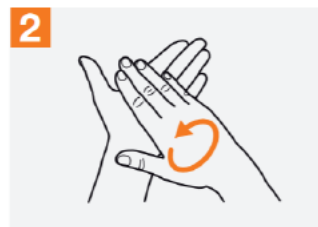
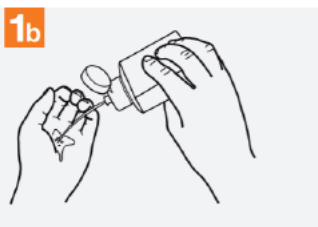
How to Handrub?

RUB HANDS FOR HAND HYGIENE! WASH HANDS WHEN VISIBLY SOILED

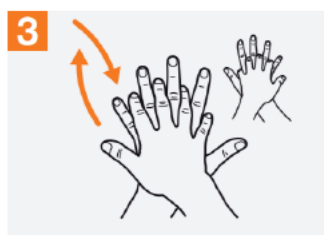
Duration of the entire procedure: 20-30 seconds



Apply a palmful of the product in a cupped hand, covering all surfaces;



Rub hands palm to palm;



Right palm over left dorsum with interlaced fingers and vice versa;



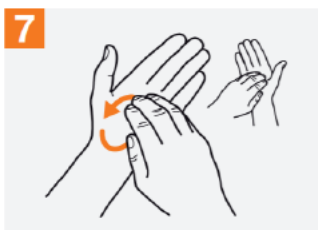
Palm to palm with fingers interlaced;



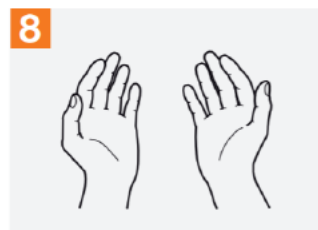
Backs of fingers to opposing palms with fingers interlocked;



Rotational rubbing of left thumb clasped in right palm and vice versa;



Rotational rubbing, backwards and forwards with clasped fingers of right hand in left palm and vice versa;



Once dry, your hands are safe.



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COVID-19 Cough Etiquette

Cough Etiquette

Cough etiquette is a series of actions to take if you feel the urge to cough or sneeze, which are designed to reduce the spread of respiratory illness to others.

Germs have the ability to spread easily through the air, carried on droplets. Etiquette employed when coughing or sneezing can help to contain infectious respiratory droplets at the source and prevent or reduce infection transmission.

Correct cough etiquette

Follow these steps related to when you cough or sneeze

- Sneeze, blow your nose or cough into a disposable tissue, and discard the tissue immediately into a closed bin. If a bin is not available, try carrying a small plastic bag to collect tissues in until they can be disposed of properly.
- If tissues are not available cough/sneeze into your elbow/upper arm or sleeve; avoid using your hands.
- Turn away from other people when coughing/sneezing.
- Move away from other people who are coughing/sneezing.
- Always wash your hands after coughing/sneezing/blowing your nose. If there is no access to soap and water, an alcohol-based hand sanitiser should be used.
- Do not touch your eyes, nose and mouth.
- Wear a mask, in order to protect others



Cheat Sheet

Protect yourself and your family

Cover your cough and sneeze



1

COVER your mouth and nose with a tissue when you cough or sneeze.

Put your used tissue in the rubbish **BIN**.

2



3

If you don't have a tissue, cough or sneeze into your upper sleeve or elbow, **NOT YOUR HANDS**.

WASH your hands with soap and running water. Dry your hands thoroughly with a disposable paper towel or hand dryer.

4



Stay germ free and healthy

Authorised and published by the Victorian Government, 1 Treasury Place, Melbourne.
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COVID-19 Social Distancing

Why is it important to keep your distance?

One way to slow the spread of viruses, such as coronavirus is social distancing (also called physical distancing). The more space between you and others, the harder it is for the virus to spread. These limits are important because they help to prevent the spread of Covid-19 and they are especially important for at risk people, such as older people and those with chronic conditions. People aged 65 years and over and Aboriginal and Torres Strait Islander people over the age of 50 are at greater risk of more serious illnesses if they become infected with Coronavirus.

How to keep your distance from others in public

Social distancing in public means people:

- Stay at home and only go out if it is absolutely essential
- Keep 1.5 metres away from others
- Avoid physical greetings such as handshaking, hugs and kisses
- Use tap and go instead of cash
- Travel at quiet times and avoid crowds
- Avoid public gatherings and at risk groups like older people
- Practise good hygiene



Cheat Sheet



KEEPING YOUR DISTANCE.

Coronavirus
(COVID-19)

Help stop the spread of coronavirus by keeping your distance. Remember, don't shake hands or exchange physical greetings. Wherever possible stay 1.5 metres apart and practise good hand hygiene, especially after being in public places.

TOGETHER WE CAN HELP STOP THE SPREAD AND STAY HEALTHY.

Advice regarding **Coronavirus (COVID-19)** will change regularly. Keep up to date. Visit **health.gov.au**



How to keep your distance from others in the workplace

Steps for social distancing in the workplace include:

- Maintain 1.5 metres away from others
- Stop shaking hands to greet others
- Have meetings via video conferencing or phone call
- Hold essential meetings outside in the open air if possible
- Promote good hand, sneeze and cough hygiene
- Provide alcohol-based hand rub for all staff
- Eat lunch at your desk or outside rather than in a lunch room
- Regularly clean and disinfect surfaces that many people touch
- Open windows or adjust air conditioning for more ventilation
- Limit food handling and sharing of food in the workplace
- Avoid non-essential travel

Need help? Contact your site supervisor for assistance



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Cheat Sheet

COVID-19 Use of PPE

Personal Protective Equipment (PPE)

Personal protective equipment (PPE) is designed to protect the wearer from hazard, injury or infection. The user of PPE is one control measure that has been put in place to be used in conjunction with other measures during the coronavirus (COVID-19) pandemic.

Wilson Security provide a range of PPE to protect staff including gloves, face Masks, safety glasses / goggles, hand sanitiser and alcohol wipes based on roles and the risks associated with those roles.

Even when using appropriate PPE, staff should adhere to proper hand hygiene and cough etiquette, and maintain social distancing at all times.

Re-use PPE

With the exception of safety glasses / goggles, PPE is not to be re-used

Dispose of used gloves and masks in the bin. It is important that these items may hold contaminants so appropriate disposal is required.

Use of Face Masks

Face Masks need to be applied correctly to maximise their effectiveness

Before putting on a Face Mask, wash your hands as per the personal hygiene guidelines. If this is not possible, use hand sanitiser.

1. Ensure the mouth and nose are covered
2. Make sure there are no gaps between the face mask and your face
3. Avoid touching the face mask





Cheat Sheet

	while using it. If you do need to touch the mask, wash your hands as per the personal hygiene guidelines or use hand sanitiser after touching or adjusting the face mask
Do not re-use single use masks	Dispose of all used masks in a closed bin
It is important to remove masks correctly	<p>Remove the straps from the behind your head, without touching the front of the face mask.</p> <p>Dispose of used face masks in a closed bin.</p> <p>Wash your hands as per the personal hygiene guidelines or use hand sanitiser</p>
Use of gloves	
Gloves are recommended to reduce the risk of contamination and germ dissemination.	<p>Wash hands as per personal hygiene guidelines or use hand sanitiser before putting gloves on</p> <p>Dispose of used gloves in a closed bin.</p> <p>Wash your hands every time you remove your gloves</p>
Gloves are single-use items	Do not re-use gloves
Remove gloves and wash your hands	<ol style="list-style-type: none"> 1. Before going to the bathroom 2. When gloves have been in contact with body fluid 3. When there is a need for hand hygiene (e.g. before eating) 4. At the end of your shift 5. If they are damaged or torn





Cheat Sheet

It is important to remove gloves effectively

1. Ensure an appropriate bin is available for disposal
2. Starting with the cuffs, slowly pull the gloves down and away from your face
3. While removing the gloves using the cuffs, turn the glove inside-out
4. Place the gloves straight into the appropriate bin
5. Wash your hands as per the personal hygiene guidelines or use hand sanitiser

Use of safety glasses / goggles

Due to the sturdy nature of safety glasses / goggles, they can be reprocessed between uses.

Ensure you clean safety glasses / goggles at the start and end of your shift

To clean safety glasses / goggles

1. Use a mild detergent in warm water (at least 43 degrees).
2. Completely immerse and soak the glasses / goggles into the solution for at least 2 minutes.
3. Gently wash the glasses / goggles to avoid scratching the lenses.
4. Rinse the glasses / goggles in warm water to remove any soap residue.
5. Dry with a clean, lint-free cloth or allow to air dry.

Before putting your safety glasses / goggles on, wash your hands as per the personal hygiene guidelines

Avoid touching the lenses when you put your glasses / goggles on or take them off

Need help? Contact your site supervisor for assistance



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Cheat Sheet



Hotel Quarantine Work – COVID-19

June 2020

Introduction

As per Australian and State Government restrictions in response to the COVID-19 situation, various hotels across the country have been identified for quarantine use with travellers arriving from overseas. The travellers may be Australians returning home, or international guests.

This Toolbox Talk will discuss the key requirements of Security while onsite at these hotels.

Background

COVID-19 is a respiratory illness caused from a new strain of a large family of viruses sharing the name corona virus. Other examples of corona viruses are Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). While it is a new illness, evidence shows that those most at risk of contracting it include people who've travelled from overseas (see reference below). Part of a staged response from the Australian Government, all travellers who've arrived in Australia after 15th March will be required to be quarantined in pre-chosen hotels.

All travellers being quarantined within the hotel have previously been screened by health personnel upon arrival into Australia, and are asymptomatic. This means they do not show any symptoms of COVID-19, and as such there is no current evidence of infection.

While quarantine is a Government restriction placed on incoming travellers, it is important to note that these people have done nothing wrong and must be treated with respect.

The role of Wilson Security

Wilson Security guards will be posted at various locations within these hotels to assist in maintaining the quarantine zone. The roles include:

- Customer service in the lobby, directing quarantined persons to appropriate check-in facilities
- On floor security and at exit points, monitoring any quarantined persons trying to leave their room or hotel, directing them back into their room
- Observe, report and escalate non-compliance by quarantined persons
- Receipt care parcels delivered to the hotel open bag search of the care parcel looking for prohibited items such as alcohol, cooked food, cigarettes, and drugs. Delivery of care package once cleared by DHHS.

At no stage are Wilson Security to detain or physically restrain someone from leaving their room.

In the event this happens, security officers must instruct persons back to their room, and if these instructions are not obeyed they are to report this to the Site Supervisor for escalation to the relevant Police Authority.

Security officers must focus on remaining calm, and use verbal de-escalation techniques when giving instructions to quarantined persons.

Security officers are not to enter quarantine rooms, handle food trays, rubbish, laundry bags, luggage or any other items being delivered to or removed from a quarantine room. The exception is care packages that have been screened.

Security officers **may** be instructed to assist the Police with physical restraint, but this should be performed at the express request of a local Police officer in the event of an emergency, and performed **ONLY** if the below PPE requirements are met.

Legal Responsibilities

Security officers must ensure they understand their legal role in working at these sites. Only the relevant State Police are authorised officers to enforce quarantine restrictions. Should a person under quarantine attempt to leave the hotel without express permission from the Police or DHHS, the Wilson Guard must attempt to have the quarantined person re-enter their room by using good, calm verbal communication and if needed, verbal de-escalation techniques. If the quarantined person remains non-compliant, the guard is to immediately escalate the matter to their Site Supervisor or State Police Authority. If a guest decides to ignore the instructions and leave the hotel, security must not stop, or use

Reference: Australian Government Department of Health

<https://www.health.gov.au/news/health-alerts/>

Hotel Quarantine Work – COVID-19

June 2020

force to stop the person, immediately report to this to your supervisor or AO. Under no circumstances are security to detain the guest by use of force.

What is the Risk Level?

The risk level is the same as with the wider community during this pandemic. However, no person under quarantine have a confirmed case of COVID-19, so the risk is not as high as a COVID-19 clinic. The use of social distancing, hand and personal hygiene and PPE are adequate to manage the risk while performing this role. We have deemed the risk at a Significant level, but with the above controls it is reduced to Medium.

PPE required

Wilson Security have sought medical advice, and in line with the risk level identified the following PPE is required to work onsite.

<u>Mandatory</u>	<u>Accessible always (but not necessary to be worn)</u>
Face Masks	Eye protection
Hand Sanitizer	Gloves
Gloves (Recreational Walks, guest check in)	

Special mention must be made for:

- Green zones. While every hotel is different, there will be areas and zones that are never accessed by quarantined guests. Some hotels have called these green zones – but staff must ensure no PPE is worn in these areas. Wearing of PPE in these areas potentially contaminates the area.
- Cross contamination. Gloves and masks must not be used across multiple zones of any hotels. As an example, PPE should not be taken from
 - o A guest residential floor, or any part of the hotel into a break room

Reporting Incidents

All employees are reminded of the need to report incidents and hazards proactively. Imagine if you could have prevented one of your co-workers from getting hurt, but didn't report it!

Please report all incidents to the Site Supervisor for recording on Formstack at the site.

Employee Assistance Support?

This will be an important and sometimes challenging role and we are directly supporting our employees working at these hotels via our company Employee Assistance Program (EAP).

It is at this point a timely reminder that our EAP is available to all our people through our partner Drake Workwise:

24/7 Telephone support

1300 135 600 (AU)

This service is free and confidential.



COVID-19 Hand Hygiene

Hand Hygiene

One of the most effective measures against COVID-19 is good personal hygiene.

Hand hygiene is a way of cleaning one's hands that substantially reduces potential pathogens on the hands.

Washing your hands is easy, but must be done thoroughly, and it is one of the most effective ways to prevent the spread of germs. Clean hands can stop germs from spreading from one person to another and throughout the entire community

How to wash your hands

Follow these five steps every time you wash your hands

1. Wet your hands with clean, running water (warm or cold), turn off the tap, and apply soap.
2. Lather your hands by rubbing them together with the soap. Lather the backs of your hands, between your fingers, and under your nails.
3. Scrub your hands for at least 20 seconds. Need a timer? Hum the "Happy Birthday" song from beginning to end twice.
4. Rinse your hands well under clean, running water.
5. Dry your hands using a clean paper towel or air dry them if no paper towels are available.




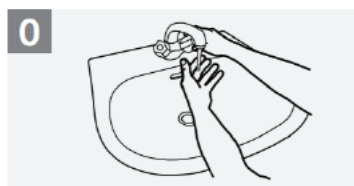
Cheat Sheet



How to Handwash?

WASH HANDS WHEN VISIBLY SOILED! OTHERWISE, USE HANDRUB

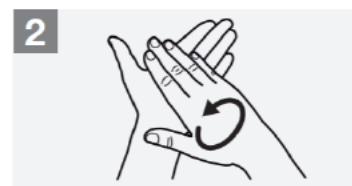
 **Duration of the entire procedure: 40-60 seconds**



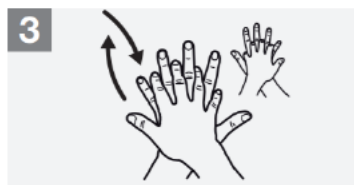
Wet hands with water;



Apply enough soap to cover all hand surfaces;



Rub hands palm to palm;



Right palm over left dorsum with interlaced fingers and vice versa;



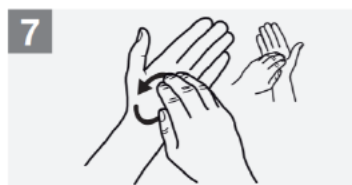
Palm to palm with fingers interlaced;



Backs of fingers to opposing palms with fingers interlocked;



Rotational rubbing of left thumb clasped in right palm and vice versa;



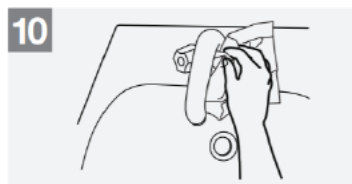
Rotational rubbing, backwards and forwards with clasped fingers of right hand in left palm and vice versa;



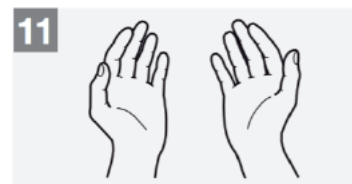
Rinse hands with water;



Dry hands thoroughly with a single use towel;



Use towel to turn off faucet;



Your hands are now safe.



World Health Organization

Patient Safety

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SAVE LIVES
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When to wash your hands

You can help keep yourself and others around your healthy by washing your hands often

In particular, you need to wash your hands

1. Before and after preparing food
2. Before eating food
3. After using the toilet
4. After blowing your nose, coughing or sneezing
5. After touching garbage
6. Before putting on gloves, safety glasses / goggles or face mask
7. After removing gloves, glasses / goggles or face mask
8. Before touching your eyes, nose or mouth
9. After you have been in a public place and touched an item or surface that may be frequently touched by other people, such as door handles, tables, gas pumps, shopping carts, or electronic cashier registers/screens, etc.
10. After touching an animal, animal food (including pet treats) and animal waste
11. After changing a nappy or helping a child use the toilet
12. Before and after caring for someone who is vomiting or has diarrhea
13. Before and after treating a cut or wound

Use of hand sanitiser

Washing hands with soap and water is the best way to get rid of germs in most situations.

However, if you cannot wash your hands, you can use an alcohol-based hand sanitiser that contains at least 60% alcohol

- Apply the hand sanitiser product to the palm of one hand (read the label to learn the correct amount).
- Rub your hands together.
- Rub the product over all the surfaces of your hands and fingers until your hands are dry. This should take around 20 seconds. Use hand sanitiser after touching any surface eg door handle, lift buttons, any objects





Cheat Sheet

Hand Sanitisers can quickly reduce the number of germs on hands in many situations.

However,


- Hand Sanitisers do not get rid of all types of germs.
- Hand sanitisers may not be as effective when hands are visibly dirty or greasy.
- Hand sanitisers might not remove harmful chemicals from hands like pesticides and heavy metals.

Cheat Sheet



How to Handrub?

RUB HANDS FOR HAND HYGIENE! WASH HANDS WHEN VISIBLY SOILED

 **Duration of the entire procedure: 20-30 seconds**



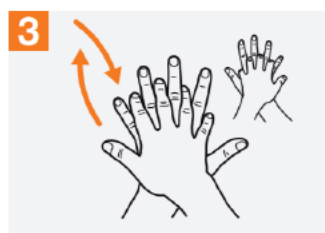
1a Apply a palmful of the product in a cupped hand, covering all surfaces;



1b Rub hands palm to palm;



2 Rub hands palm to palm;



3 Right palm over left dorsum with interlaced fingers and vice versa;



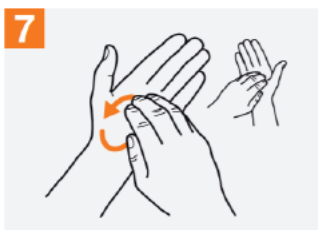
4 Palm to palm with fingers interlaced;



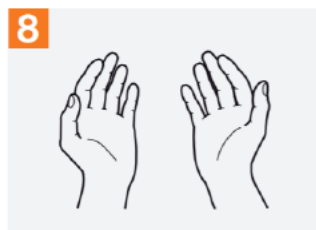
5 Backs of fingers to opposing palms with fingers interlocked;



6 Rotational rubbing of left thumb clasped in right palm and vice versa;



7 Rotational rubbing, backwards and forwards with clasped fingers of right hand in left palm and vice versa;



8 Once dry, your hands are safe.



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COVID-19 Cough Etiquette

Cough Etiquette

Cough etiquette is a series of actions to take if you feel the urge to cough or sneeze, which are designed to reduce the spread of respiratory illness to others.

Germs have the ability to spread easily through the air, carried on droplets. Etiquette employed when coughing or sneezing can help to contain infectious respiratory droplets at the source and prevent or reduce infection transmission.

Correct cough etiquette

Follow these steps related to when you cough or sneeze

- Sneeze, blow your nose or cough into a disposable tissue, and discard the tissue immediately into a closed bin. If a bin is not available, try carrying a small plastic bag to collect tissues in until they can be disposed of properly.
- If tissues are not available cough/sneeze into your elbow/upper arm or sleeve; avoid using your hands.
- Turn away from other people when coughing/sneezing.
- Move away from other people who are coughing/sneezing.
- Always wash your hands after coughing/sneezing/blowing your nose. If there is no access to soap and water, an alcohol-based hand sanitiser should be used.
- Do not touch your eyes, nose and mouth.
- Wear a mask, in order to protect others



Cheat Sheet

Protect yourself and your family

Cover your cough and sneeze



1

COVER your mouth and nose with a tissue when you cough or sneeze.

Put your used tissue in the rubbish **BIN**.

2



3

If you don't have a tissue, cough or sneeze into your upper sleeve or elbow, **NOT YOUR HANDS**.

WASH your hands with soap and running water. Dry your hands thoroughly with a disposable paper towel or hand dryer.

4



Stay germ free and healthy

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COVID-19 Social Distancing

Why is it important to keep your distance?

One way to slow the spread of viruses, such as coronavirus is social distancing (also called physical distancing). The more space between you and others, the harder it is for the virus to spread. These limits are important because they help to prevent the spread of Covid-19 and they are especially important for at risk people, such as older people and those with chronic conditions. People aged 65 years and over and Aboriginal and Torres Strait Islander people over the age of 50 are at greater risk of more serious illnesses if they become infected with Coronavirus.

How to keep your distance from others in public

Social distancing in public means people:

- Stay at home and only go out if it is absolutely essential
- Keep 1.5 metres away from others
- Avoid physical greetings such as handshaking, hugs and kisses
- Use tap and go instead of cash
- Travel at quiet times and avoid crowds
- Avoid public gatherings and at risk groups like older people
- Practise good hygiene



Cheat Sheet



KEEPING YOUR DISTANCE.

Coronavirus
(COVID-19)

Help stop the spread of coronavirus by keeping your distance. Remember, don't shake hands or exchange physical greetings. Wherever possible stay 1.5 metres apart and practise good hand hygiene, especially after being in public places.

TOGETHER WE CAN HELP STOP THE SPREAD AND STAY HEALTHY.

Advice regarding **Coronavirus (COVID-19)** will change regularly. Keep up to date. Visit **health.gov.au**



How to keep your distance from others in the workplace

Steps for social distancing in the workplace include:

- Maintain 1.5 metres away from others
- Stop shaking hands to greet others
- Have meetings via video conferencing or phone call
- Hold essential meetings outside in the open air if possible
- Promote good hand, sneeze and cough hygiene
- Provide alcohol-based hand rub for all staff
- Eat lunch at your desk or outside rather than in a lunch room
- Regularly clean and disinfect surfaces that many people touch
- Open windows or adjust air conditioning for more ventilation
- Limit food handling and sharing of food in the workplace
- Avoid non-essential travel

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COVID-19 Use of PPE

Personal Protective Equipment (PPE)

Personal protective equipment (PPE) is designed to protect the wearer from hazard, injury or infection. The user of PPE is one control measure that has been put in place to be used in conjunction with other measures during the coronavirus (COVID-19) pandemic.

Wilson Security provide a range of PPE to protect staff including gloves, face Masks, safety glasses / goggles, hand sanitiser and alcohol wipes based on roles and the risks associated with those roles.

Even when using appropriate PPE, staff should adhere to proper hand hygiene and cough etiquette, and maintain social distancing at all times.

Re-use PPE

With the exception of safety glasses / goggles, PPE is not to be re-used

Dispose of used gloves and masks in the bin. It is important that these items may hold contaminants so appropriate disposal is required.

Use of Face Masks

Face Masks need to be applied correctly to maximise their effectiveness

Before putting on a Face Mask, wash your hands as per the personal hygiene guidelines. If this is not possible, use hand sanitiser.

1. Ensure the mouth and nose are covered
2. Make sure there are no gaps between the face mask and your face
3. Avoid touching the face mask





Cheat Sheet

while using it. If you do need to touch the mask, wash your hands as per the personal hygiene guidelines or use hand sanitiser after touching or adjusting the face mask

Do not re-use single use masks

Dispose of all used masks in a closed bin

It is important to remove masks correctly

Remove the straps from the behind your head, without touching the front of the face mask.

Dispose of used face masks in a closed bin.

Wash your hands as per the personal hygiene guidelines or use hand sanitiser

Use of gloves

Gloves are recommended to reduce the risk of contamination and germ dissemination. Good hand hygiene is key to reducing risks.

Wash hands as per personal hygiene guidelines or use hand sanitiser before putting gloves on

Dispose of used gloves in a surgical waste bin (yellow bin) or in a closed bin.

Wash your hands every time you remove your gloves

Gloves are single-use items

Do not re-use gloves

Remove gloves and wash your hands

1. Before going to the bathroom
2. When gloves have been in contact with body fluid
3. When there is a need for hand hygiene (e.g. before eating)
4. At the end of your shift





Cheat Sheet

5. If they are damaged or torn

It is important to remove gloves effectively

1. Ensure an appropriate bin is available for disposal
2. Starting with the cuffs, slowly pull the gloves down and away from your face
3. While removing the gloves using the cuffs, turn the glove inside-out
4. Place the gloves straight into the appropriate bin
5. Wash your hands as per the personal hygiene guidelines or use hand sanitiser

Use of safety glasses / goggles

Due to the sturdy nature of safety glasses / goggles, they can be reprocessed between uses.

Ensure you clean safety glasses / goggles at the start and end of your shift

To clean safety glasses / goggles

1. Use a mild detergent in warm water (at least 43 degrees).
2. Completely immerse and soak the glasses / goggles into the solution for at least 2 minutes.
3. Gently wash the glasses / goggles to avoid scratching the lenses.
4. Rinse the glasses / goggles in warm water to remove any soap residue.
5. Dry with a clean, lint-free cloth or allow to air dry.

Before putting your safety glasses / goggles on, wash your hands as per the personal hygiene guidelines

Avoid touching the lenses when you put your glasses / goggles on or take them off

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RE: Pan Pacific issues

From: Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>
To: Greg Watson [REDACTED], David Clements (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Date: Sat, 04 Apr 2020 18:02:58 +1100

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

Thanks Greg. I have forwarded this response to our ground staff to assist all to get on the same page.

Personal Information

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

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

T: Personal Information M: Personal Information

Personal Information@ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#) | [Twitter](#)

From: Greg Watson [REDACTED]
Sent: Saturday, 4 April 2020 4:19 PM
To: David Clements (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Cc: Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Subject: Pan Pacific issues

Hi David

Just to recap on our discussion with Personal Information earlier this afternoon:

Searching bags

- * It is understood security officers do not have the power to search and seize by physically going through bags and packages
- * I reiterated our concerns about liability if drugs were concealed in a sealed packet and we did not detect them
- * We discussed the difference with bag checks at the footy eg voluntary, person opens own bag and moves/removes items - not the security officer
- * DJPR confirm they just want the footy bag check from our team
- * If a SO observes a suspect item or something that looks out of place they notify the DHHS person acting as AO
- * Full PPE required for this task

Feedback on Pan Pacific stand up

While there was appreciation for our responsiveness and overall management of the job thus far there was some feedback from Pan Pacific:

- * The Wilson team weren't in place at the lifts at the start of the guests processing
- * I have discussed with our Project Manager and we had three senior managers on site in the morning including himself, and all staff were in place. There was a discussion with DJPR personnel which led to a change in procedure where our people did not need to ride in the lifts with guests because once they were in the lifts, their card only allowed them to get out at their designated floor, where a security officer was waiting to show them to their room. This was agreed and has become accepted procedure at each Hotel.
- * Our managers / duty supervisors need to make clear to DJPR personnel who is in charge and the main points of contact. Noted and they will be informed.
- * One of the supervisors last night looked very unwell and was sweating profusely - concern about the perception this created, people already on edge etc Our Project Manager is following up as we have had no reports of anyone being unwell while on duty. They would be stood down if we have any concerns.

Guest baggage

- * The understanding is Dnata remove bags from the busses
- * However feedback was there were some occasions where a mother with young kids or the elderly were struggling with their bags and the security officers stood by and did nothing to help
- * This is about customer service which can be at odds with the 'no touching bags' policy the security officers have been instructed on
- * Our site management will discuss with Hotel staff and consider each case on its merits

Thank you for your time and feedback which I have passed on to our management team. I am also pleased we were able to clarify some issues to streamline site operations. Pls let me know if there are any other concerns.

Regards Greg

Greg

Watson

General Manager Regional Operations



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Essendon Fields VIC 3041
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Discussion with DJPR

From: Greg Watson [REDACTED]
 To: Shaun Hogan [REDACTED]
 Cc: [REDACTED] Nick Frangoulis
 Date: Sat, 04 Apr 2020 15:55:34 +1100

Hi Shaun

Just to recap on our discussion just before:

I had a call from David Clements and [REDACTED] from DJPR - the main points were:

Searching bags

- * Long story short they understand we do not have the powers to search and seize by physically going through bags and packages
- * I also reiterated our concerns about liability if drugs were concealed in a sealed packet and we did not detect them
- * We discussed the difference with bag checks at the footy eg voluntary, person opens own bag and moves/removes items - not the security officer
- * DJPR confirm they just want the footy bag check from our team
- * If a SO observes a suspect item or something that looks out of place they notify the DHHS person acting as AO
- * Full PPE required for this task

I have agreed we can do a footy bag check

Feedback on Pan Pacific stand up

Overall they expressed strong appreciation for our responsiveness and overall management of the job thus far

A couple of observations from Pan Pac:

- * They had been informed that our team weren't in place at the lifts at the start of the guests processing
- * As we discussed, we were in place and this probably came from the change in procedure where our people did not need to ride in the lifts with the guests - this became accepted procedure
- * Our managers / duty supervisors need to make clear to DJPR personnel who is in charge and the main points of contact
- * One of the supervisors last night looked very unwell and was sweating profusely - they were concerned about the perception this created, people already on edge etc

Guest baggage

- * They understand we do not remove the bags from the busses - Dnata do this
- * However they felt there were some occasions where a mother with young kids or old people were struggling with their bags and the security officers stood by and did nothing to help
- * Its more about the customer service piece and I realise this is at odds with 'no touching the bags'
- * I'll leave to your discretion

I will respond to DJPR to correct some of their feedback and reiterate our discussion.

Regards Greg

RE: Exercise breaks

From: Personal Informant (DJPR) <[REDACTED]>
To: Greg Watson <[REDACTED]>, Gonul Serbest (DJPR) <[REDACTED]>
Date: Wed, 08 Apr 2020 14:43:29 +1000

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

Greg – An update on this. Your concerns have been raised with the State Controller and DHHS. I will keep you posted.

Personal Informant

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

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

T: [REDACTED] M: [REDACTED]

djpr.vic.gov.au

jobs.vic.gov.au



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From: Greg Watson <[REDACTED]>
Sent: Wednesday, 8 April 2020 1:05 PM
To: Gonul Serbest (DJPR) <[REDACTED]>; Personal Informant (DJPR) <[REDACTED]>
Subject: FW: Exercise breaks
Importance: High

Hi Gonul and Personal Informant

We have just been requested to do an exercise break at Pan Pacific by an Authorised Officer. When our manager advised we had sought advice and hadn't been cleared for this duty yet, the AO advised that under the Public Health Act, we had to follow a reasonable direction from the AO or we would receive a 20k fine. It was kind of "do it or else."

I have therefore advised our team to comply with the AO.

I guess my point is that DHHS could have advised this was going to be required and the legal implications of the Public Health Act so that we could brief the team accordingly. We have all rallied to the cause and been flexible and accommodating and we would have expected communication with our management team as we have done with DJPR all through this process.

I just thought I would let you know what has occurred and our feeling is that it could have been handled in a more appropriate way by DHHS.

Regards Greg

Greg

Watson

General Manager Regional Operations



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 Essendon Fields VIC 3041
 Australia



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From: Greg Watson
Sent: Monday, 6 April 2020 1:05 PM
To: Gonul Serbest (DEDJTR) <[REDACTED]>
Cc: Personal Info (DEDJTR) <[REDACTED]>; Shaun Hogan
Subject: FW: Exercise breaks
Importance: High

Hi Gonul

I hope you are well and you have been able to get a little bit of down time. The request below came through to one of our site managers at Pan Pacific this morning. We aren't saying we can't or won't assist however we have some concerns about how this might be conducted and whether this was authorised by your department.

We appreciate the quarantine conditions will be restrictive to many, however we have some concerns about:

- * Enforcing the quarantine conditions and the risk of cross contamination in the hotel
- * Legal powers around custody of persons if entrusted to security officers
- * Contingency plans if someone was to abscond when outdoors, opportunities to collect contraband from friends, interaction with families and friends etc

Each hotel is very different in location and surrounding areas and we foresee this would be difficult to manage at Mercure Welcome for example.

We are not trying to be difficult on this however we believe it requires some further discussion in terms of how it could be best managed taking into account the need to balance the welfare of guests, potential contamination issues, and enforcing quarantine conditions.

I'm happy to discuss if it is easier or perhaps we can set up a teleconference with some key members of our respective management teams if possible.

Regards Greg

From: Daniel Richard [REDACTED]
Sent: Monday, 6 April 2020 11:56 AM
To: [REDACTED]
Subject: Fwd: Exercise breaks

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Sent from my iPhone

Begin forwarded message:

From: "Kristine Stone (DHHS)" <[REDACTED]>
Date: 6 April 2020 at 11:04:35 am AEST
To: [REDACTED]
Subject: FW: Exercise breaks

FYI

Regards

Kristine Stone

Acting Manager

Partner Notification and Support Unit | Health Protection Branch

Regulation, Health Protection and Emergency Management Division

Department of Health and Human Services | Level 3 / 580 Swanston Street, Carlton Victoria 3053



From: Kristine Stone (DHHS)
Sent: Monday, 6 April 2020 8:33 AM
To: Ellie Mandritis (DHHS) <[REDACTED]>; Tim Fry (DHHS) <[REDACTED]>

Subject: Exercise breaks

Hi Ellie and Tim

Apparently this is in the trial phase and still needs to be endorse but I would think if you followed a similar procedure, it should be fine.

A minimum of three security guards are required for the trial.

The designated exercise and smoking area will be the forecourt at the front of the foyer in front of the Crown Promenade. Detainee's will be able to spend up to 15 minutes outside of the hotel. We estimate that the entire procedure once the guard knocks on the door of the detainee's room to bringing them back to the room will take in the order of 25 to 30 minutes.

One guard should be stationed in the forecourt whilst the other two guards are used to escort detainees.

The AO will ring the room to be offered the trial and offer up to two people in the room the chance to have an exercise break and/or smoking break at a time to be escorted by one guard following the procedure described below. The AO will explain the rules (described below) and then any non-compliance will likely end the trial or their opportunity for further excursions.

If two guards are available then one should operate on a different floor to the other and use a different elevator.

The trial should take place between 0900 and 1630.

The steps that must be taken by the detainee are:

- * Confirm to the person who will escort them that they are well
- * Confirm to the person who will escort them that they have washed their hands immediately prior to leaving the room
- * Don a single-use facemask (surgical mask) [Normally will be supplied by the security guard prior to the person leaving their room].
- * Perform hand hygiene will alcohol-based hand rub as they leave their room [This will require the hand rub to be in the corridor in multiple locations]
- * Be reminded to not touch surfaces or people within the hotel on their way out (and then to not actually touch surfaces)

The steps that must be taken by the person escorting the detainee are:

- * Don a single-use facemask (surgical mask)
- * Perform hand hygiene will alcohol-based hand rub.
- * Be reminded to not touch surfaces or people within the hotel on their way out (and then to not actually touch surfaces)
- * Be the person who touches all surfaces if required such as the lift button or door handles.
- * Maintain a distance of 1.5mtres from the person

There is no requirement to wear gloves and this is not recommended, as many people forget to take them off and then contaminate other surfaces. If gloves are worn, remove the gloves immediately after the person is back in in their room and then wash your hands before starting on the next escort.

Kind Regards

Kristine Stone

Acting Manager

Partner Notification and Support Unit | Health Protection Branch

Regulation, Health Protection and Emergency Management Division

Department of Health and Human Services | Level 3 / 580 Swanston Street, Carlton Victoria 3053



Department of
Health & Human Services

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Exercise and Fresh Air Implementation Plan

From: [Personal Information] (DJPR) <[Personal Information]@ecodev.vic.gov.au>
To: Greg Watson [REDACTED]
Date: Sat, 18 Apr 2020 09:49:28 +1000
Attachments: Exercise Area Implementation Plan.docx (48.36 kB)

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

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?

[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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Operation Soteria

Compulsory Quarantine
for all Australian Arrivals
from Midnight 28 March 2020
State of Victoria

EXERCISE AND FRESH AIR IMPLEMENTATION PLAN

Version 1: 15 April 2020

Objective

Design and implement a plan that:

- Applies consistency across all hotel sites to help maintain management and a clear chain of command for any escalation issues
- Allows all quarantined travellers access to exercise and fresh air for supervised outdoor recreation breaks (where possible) as recognised in the Covid-19 – DHHS Physical Distancing and Public Health Compliance and Enforcement Plan

COVID-19 – DHHS Physical Distancing and Public Health Compliance and Enforcement Plan

Exercise and fresh air

- 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.

Procedure for a detainee / resident to leave their room for exercise or smoking

A person must be compliant and must not have symptoms before they could be allowed to have supervised exercise or a smoking break.

The steps that must be taken by the detainee are:

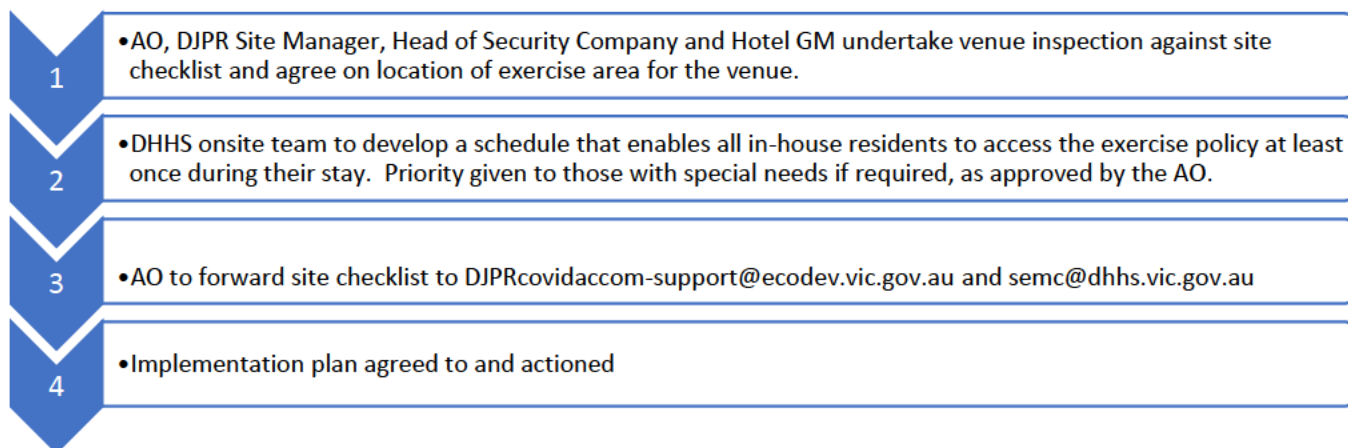
- Confirm they are well;
- Confirm they have washed their hands immediately prior to leaving the room;
- Don a single-use facemask (surgical mask); (supplies to be provided by DHHS)
- Perform hand hygiene with alcohol-based handrub as they leave; (supplies to be provided by DHHS)
- Be reminded to not touch any surfaces internal to the hotel on the way out;

The procedure for the security escort is:

- Don a mask; (supplies to be provided by DHHS)
- Be the person who touches all surfaces if required such as the lift button, handles;
- Maintain a distance (1.5 metres) from the person;
- Ensure no more than 3 people in a lift at any one time (including the security guard)
- Undertake hand hygiene with an alcohol-based handrub or wash hands in soapy water following the return of the person to their room.

There is no requirement to wear gloves and this is not recommended, as many people forget to take them off and then contaminate surfaces. If gloves are worn, remove the gloves immediately after the person is back in their room and then wash your hands.

FIRST STEPS



NUMBER OF TIMES A GUEST CAN ACCESS THIS SERVICE

Where possible, it is the intent that all travelers are able to access the exercise area for a minimum of one opportunity per week.

Additional opportunities are at the discretion of the AO and subject to availability.

Children should have an exercise opportunity at least twice a week with strict oversight by a parent.

Visits above this number will depend on:

- The number of inhouse residents at a site.
- Wellbeing needs
- Mental health state (as monitored by the nurses)
- The ability to maintain a safe and sanitized exercise area during the course of implementing the exercise and fresh air plan.
- General compliance of the quarantined traveler
- Length of stay: i.e. the longer the stay, the higher the priority
- Smoking status i.e. are they a heavy smoker who has not been able to stop smoking/use nicotine patches?

PERSONAL PROTECTION EQUIPMENT –

For travelers:

The use of gloves and surgical masks by people going out to exercise is recommended, particularly as guests will be accompanied in lifts by security teams. Gloves and masks to be disposed of appropriately.

EXERCISE AREA CHECKLIST

To be completed by the Site AO, DJPR Site Manager, Hotel General Manager and Security General Manager. AO to send to completed version to: DJPRcovidaccom-support@ecodev.vic.gov.au and semc@dhhs.vic.gov.au

Hotel Name: _____

The identified and agreed exercise area for this venue is *known as* and *located at*:
(please provide specific detail)

IDENTIFICATION OF THE EXERCISE AREA	Answer	Comments
1. Is the exercise area within the hotel or external to the hotel?		
2. Is it easy to keep the exercising traveler within the identified exercise area?		
3. Are there any hazards within the area? ie, pool / heights / traffic <i>Areas must be safe for children.</i>		
4. Is the area visible by the outside public?		
5. Is the area also accessible by other members of the public (such as other hotel guests)?		
INFECTION CONTROL MEASURES		
1. Will lifts be used?		
2. What type of surfaces are likely to be touched by travelers / staff in undertaking this task?		
3. How will these be sanitised?		
4. How often will these be sanitised? (Daily, weekly etc) <i>To minimize the risk of cross contamination, touched areas must be sanitized between each use</i>		
IF THE AREA IS EXTERNAL TO THE HOTEL, PLEASE EXPLAIN WHY THIS AREA IS ENDORSED		
Endorsed by the: (please print name)		
Authorised Officer:	DJPR Site Manager:	
Hotel General Manager:	Security General Manager:	

SCHEDULE TO ENABLE ACCESS TO EXERCISE AREA

(to be completed by onsite DHHS Team Leader)

Hotel Name:

Date:

Security Escort #1

Time	Room Number	Number of people	Wellbeing considerations (AO)	Comments from security escort (Security)
08:00 – 08:30				
08:30 – 09:00				
09:00 – 09:30				
09:30 – 10:00				
10:00 – 10:30				
10:30 – 11:00				
11:00 – 11:30				
11:30 – 12:00				
30 MIN BREAK				
12:30 – 13:00				
13:00 – 13:30				
13:30 – 14:00				
14:00 – 14:30				
14:30 – 15:00				
15:00 – 15:30				
15:30 – 16:00				
30 MIN BREAK				
16:30 – 17:00				
17:00 – 17:30				
17:30 – 18:00				
18:00 –				

18:30				
18:30 – 19:00				
19:00 – 19:30				
19:30 – 20:00				

SCHEDULE TO ENABLE ACCESS TO EXERCISE AREA

(to be completed by onsite DHHS Team Leader)

Hotel Name:

Date:

Security Escort #2

Time	Room Number	Number of people	Wellbeing considerations (AO)	Comments from security escort (Security)
08:00 – 08:30				
08:30 – 09:00				
09:00 – 09:30				
09:30 – 10:00				
10:00 – 10:30				
10:30 – 11:00				
11:00 – 11:30				
11:30 – 12:00				
30 MIN BREAK				
12:30 – 13:00				
13:00 – 13:30				
13:30 – 14:00				
14:00 – 14:30				
14:30 – 15:00				
15:00 – 15:30				
15:30 – 16:00				
30 MIN BREAK				
16:30 – 17:00				
17:00 – 17:30				
17:30 – 18:00				
18:00 –				

18:30				
18:30 – 19:00				
19:00 – 19:30				
19:30 – 20:00				

SCHEDULE TO ENABLE ACCESS TO EXERCISE AREA

(to be completed by onsite DHHS Team Leader)

Hotel Name:

Date:

Security Escort #3

Time	Room Number	Number of people	Wellbeing considerations (AO)	Comments from security escort (Security)
08:00 – 08:30				
08:30 – 09:00				
09:00 – 09:30				
09:30 – 10:00				
10:00 – 10:30				
10:30 – 11:00				
11:00 – 11:30				
11:30 – 12:00				
30 MIN BREAK				
12:30 – 13:00				
13:00 – 13:30				
13:30 – 14:00				
14:00 – 14:30				
14:30 – 15:00				
15:00 – 15:30				
15:30 – 16:00				
30 MIN BREAK				
16:30 – 17:00				
17:00 – 17:30				
17:30 – 18:00				
18:00 –				

18:30				
18:30 – 19:00				
19:00 – 19:30				
19:30 – 20:00				

RE: Discussion regarding Wilson risk profile

From: [REDACTED]
 To: [REDACTED]
 Cc: [REDACTED] Shaun Hogan [REDACTED], Greg Watson
 Date: Tue, 31 Mar 2020 21:58:19 +1100

Hi [REDACTED]
 I thought that was defined in Dr Pramodh's e-mail. I've highlighted the section that I thought answered this question.

Is the concern supply of masks at present?

Cheers
 [REDACTED]

From: [REDACTED]
 Sent: Tuesday, 31 March 2020 9:32 PM
 To: [REDACTED]
 Cc: [REDACTED] Shaun Hogan [REDACTED] Greg Watson
 Subject: Re: Discussion regarding Wilson risk profile

[REDACTED] this is good but I need a defined position on those staff positioned in hallways outside quarantine rooms as to whether they should be issued masks. That is the missing piece at present.

regards,
 [REDACTED]

[REDACTED]
 General Manager Specialist Security



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On 31 Mar 2020, at 9:08 pm, [REDACTED] wrote:

Hi [REDACTED]
 See below, my original e-mail and Dr Pramodh's response with regards to our hotel work.
 Is that sufficient for what you were considering?

Cheers
 [REDACTED]

HSE Advisor

[<image982000.png>](#)

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[<image520002.jpg>](#)

[<image781452.png>](#)

From: Dr Pramodh Nathaniel [<mailto:Pramodh.Nathaniel@fullertonhealth.com.au>]

Sent: Tuesday, 31 March 2020 6:49 PM

To:

Cc:

Subject: Re: Discussion regarding Wilson risk profile

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Hi

Thank you for the time and discussion.

Regarding point 1:

- * Agree with your summary
- * My understanding is that there will be a separation of any traveller who may be symptomatic. Therefore the remaining travellers will be asymptomatic. The recommendation for the presence of PPE is more so for standby need rather than a mandatory requirement during the shift. I presume the use of disposable gloves is a requirement regardless.
- * I also presume that protocols are in place for any traveller that subsequently becomes unwell

Regarding Point 2:

- * Asthma can be considered a medical co-morbid condition that can possibly increase the severity of any COVID 19 infection.
- * Chronic respiratory conditions have been shown to have a higher case fatality with COVID 19 and recommendations exists for these categories of at risk people to minimise risk of exposure
- * There is no data or guidance as to whether there is an increased risk in those with mild asthma
- * Given the 'at-risk' nature of asthma as a chronic respiratory illness, the medical recommendation would be that this category of employees/contractors should have their GP sign off to ensure that they are medically able to work in their usual occupational setting and within their occupational roles.
- * This would need coordination with the departments you mention though I am obviously unsuited to tell that or to whom!!
- * The GP would be aided by understanding the employee's role and potential exposure in order to come to an informed decision if not medically cleared then you will be in a position to understand the deployment potential of the employee

Hope that all makes sense Nathan and please feel free to contact me if you would like to discuss further or if the above is not in line with your understanding of our conversation.

Best Rgds

Pramodh

Dr Pramodh Nathaniel

Medical Director | Assistance

T +61 [2 9312 5100](tel:+61293125100) |

M +61 [417 247 559](tel:+612417247559)

F +61 [2 9312 5177](tel:+61293125177)

E Pramodh.Nathaniel@fullertonhealth.com.au

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NSW

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From: [REDACTED]
Date: Tuesday, 31 March 2020 at 5:43 pm
To: Dr Pramodh Nathaniel [REDACTED]
Cc: [REDACTED]
Subject: Discussion regarding Wilson risk profile

Hi Pramodh,
 Thanks so much for your time today. Could I ask a favour, would you be willing to put something in writing for point 1 below in terms of your recommendations? This was specifically requested from the senior manager overseeing this contract. Please feel free to amend any comments I make below.

We had two main discussion points.

1. 1. We have a new contract with the hotels being used as quarantine areas in Melbourne. These hotels are receiving overseas travellers (mostly Australian) who are returning from holidays and must be quarantined as per Australian Health restrictions. Guards are posted at the entrance lobby, bottom of fire stairs and 3 per floor (outside all fire exits and lifts). Our mandate was very clear – guards have no powers to detain or physically stop someone absconding, we are required to verbally request they enter their rooms, and then escalate to Vic Police. We discussed that the risk profile is higher than average exposure on the street, but not as high as direct exposure to COVID-19 patients in a hospital setting. While it is positive that Vic Police, DHHS, and other Government officials are onsite, we should be having a high focus on:
 - a. a. Social distancing
 - b. b. Hand hygiene
 - c. c. Access to PPE, gloves, eye protection, masks (if needed)
2. 2. We have several employees and sub-contractors who've self-reported asthma, and we had a discussion regarding appropriate next steps. Your recommendations include a written fitness for work process involving the employee, the operations team, Claims and Rehab, and HR. Any correspondence with the employees GP must include the tasks the employee completes, as well as the environment of their workplace. If the employee is deemed unsuitable for the task or environment, we should consider alternate tasks to protect the worker and the business.

Is that a fair assessment of the conversation?

Also, I've requested a copy of the Scope of Works for the hospital guards, as soon as received I'll flick it onto you.


Cheers
 [REDACTED]


HSE Advisor



[<image001.png>](#)

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[<image003.jpg>](#)

[<image004.png>](#)

RE: Pan Pacific Hotel

From: Personal Inform (DJPR) <Personal Info@ecodev.vic.gov.au>
To: Greg Watson
Date: Thu, 09 Apr 2020 16:39:09 +1000

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Appreciate this Greg. I will have Gonul get back to you with advice on masks and breaks.

Personal Inform

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

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

T: Personal Inform | M: Personal Information

Personal Info@ecodev.vic.gov.au

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From: Greg Watson
Sent: Thursday, 9 April 2020 3:43 PM
To: Personal Inform (DJPR) <Personal Info@ecodev.vic.gov.au>
Subject: RE: Pan Pacific Hotel

Hi Personal

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 Personal for letting me know about the issues above and I will deal with them straight away.

Regards Greg

Greg

Watson

General Manager Regional Operations



Wilson Security

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From: Personal Informa (DJPR) [mailto:Personal Informa@ecodev.vic.gov.au]
Sent: Thursday, 9 April 2020 3:07 PM
To: Greg Watson
Subject: Pan Pacific Hotel

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

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.

Personal Informa

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

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

T: Personal Informa | M: Personal Informa

Personal In@ecodev.vic.gov.au

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FW: Mercure and Pullman PPE policy

From: Shaun Hogan [REDACTED]
To: h3028-gm3@accor.com
Cc: Greg Watson [REDACTED]
Date: Fri, 05 Jun 2020 12:09:56 +1000
Attachments: PULLMAN MERCURE PPE PROTOCOL.docx (2.48 MB); 90. PPE Advice for hotel Security & AOs (1).pdf (111.43 kB)

Hi [REDACTED]

Thanks for sharing the policy with our team.

Wilson Security have been engaged in hotel quarantine operations for some time, and have followed our own internal inspection and review process, in partnership with our Group WH & S team. We have implemented a level of PPE we feel is appropriate for the risks and this remains unchanged. We were provided the DHHS PPE Advice (attached for you) by DHHS, and as stated this is advice, and is to be used as a base in regards to the deployment of PPE for security staff. We have maintained our levels of PPE over & above that of the advice from DHHS and this remains in place.

If you have any concerns please let us know.

Thanks,

Shaun
 National Manager Corporate Risk

Hogan



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From: MUSCAT James - PULLMAN Melbourne on Swanston [<mailto:H3028-GM3@accor.com>]

Sent: Friday, 5 June 2020 9:48 AM

To: Mercure (DHHS) <Mercure@dhhs.vic.gov.au>; PullmanSwanston@dhhs.vic.gov.au; [REDACTED]

Cc: COLGRAVE Toby - PULLMAN Melbourne on Swanston <H3028-FO1@accor.com> Personal Information (DJPR) Personal Information@global.vic.gov.au>

Subject: Mercure and Pullman PPE policy

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Hi All,

In coordination with DHHS from both the Mercure and Pullman hotels the below policy has been put in place to get some consistency in the use of PPE in both the hotels.

Can I please get you to share with your respective teams.

Kind Regards

James Muscat
 GENERAL MANAGER

PULLMAN MELBOURNE ON SWANSTON
 195 SWANSTON STREET, MELBOURNE
 VIC 3000 AUSTRALIA
 T. +61 (3) 8662 1340 – M. +61 (0) 425 721 085
H3028-GM3@ACCOR.COM
PULLMANMELBOURNEONSWANSTON.COM.AU – ACCORHOTELS.COM

REPRESENTING
 PULLMAN MELBOURNE ON SWANSTON & MERCURE WELCOME MELBOURNE



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RE: Contact details

From:

To: Dr Pramodh Nathaniel <pramodh.nathaniel@fullertonhealth.com.au>

Date: Tue, 31 Mar 2020 15:23:32 +1100

Of course. Speak soon.

Cheers

From: Dr Pramodh Nathaniel [mailto:Pramodh.Nathaniel@fullertonhealth.com.au]

Sent: Tuesday, 31 March 2020 3:23 PM

To:

Subject: Re: Contact details

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- running late so can I call when I finish?

Dr Pramodh Nathaniel

Medical Director | Assistance



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From: [REDACTED]
 Date: Tuesday, 31 March 2020 at 3:03 pm
 To: Dr Pramodh Nathaniel [REDACTED]
 Subject: RE: Contact details

Perfect, I'll call you then.

Cheers
 [REDACTED]

[REDACTED]
 [REDACTED]
 HSE Advisor



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From: Dr Pramodh Nathaniel [REDACTED]
 Sent: Tuesday, 31 March 2020 3:01 PM
 To: [REDACTED]
 Subject: Re: Contact details

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I am just jumping into a telcon [REDACTED] – is 3:30 ok?
 Best Rgds
 Pramodh

Dr Pramodh Nathaniel

Medical Director | Assistance



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From: [REDACTED]
 Date: Tuesday, 31 March 2020 at 2:59 pm
 To: Dr Pramodh Nathaniel [REDACTED]
 Subject: RE: Contact details

Hi Dr Pramodh,

Thanks for your below recommendation. I've forwarded your comments onto to several of my team members as your solution proposed below is the most logical option in my mind.

I was wondering if I could call at some stage this afternoon if you're free? There are two scenarios I'd like to discuss with you.

1. We've been asked to provide security to the isolation hotels being setup by the Australian and Victorian governments. These are for people returning from overseas and required to be quarantined for 14 days.
2. We had some workers (sub-contractors) who have notified us that they have asthma. Their employer is happy with the risk, but I wanted to discuss whether we should be happy with it.

Cheers

HSE Advisor



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Pramodh

Medical Director | Assistance



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From: [REDACTED]
Date: Thursday, 26 March 2020 at 4:18 pm
To: Dr Pramodh Nathaniel <Pramodh.Nathaniel@fullertonhealth.com.au>
Subject: Contact details

[REDACTED]
 HSE Advisor



Level 3, 6 English Street
 Essendon Fields VIC 3041
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KGP COVID-19 SCREENING ACTION FLOW CHART

Medical Screener Action 1

If patient does **NOT** meet the criteria for COVID-19 Testing:

- They will **NOT** be granted access to site until asymptomatic for 24hrs
- They are required to be return to their home (if residential) or to their Camp accommodation (if FIFO)
- If they have their own car they should drive home, if they do not have their own vehicle contractor HSE, line supervisor or manager will need to take them to their accommodation. They will need to keep their face mask in-situ whilst in the vehicle.
- Once patient dropped off, the car will require sanitisation process

Medical Screener Action 2

If patient **DOES** meet the criteria for COVID-19 Testing:

- They will **NOT** be granted access to site
- They are required to go to Karratha Health Campus for further assessment and COVID-19 Testing.
- KHC will determine if COVID-19 testing is appropriate.
- If not admitted, they are required to returned to their home (if residential) or to their Camp accommodation (if FIFO)
- If they have their own car they should drive to KHC if well enough, if they do not have their own vehicle you will need to take them to KHC and then to their accommodation. They will need to keep their face mask insitu whilst in your car.
- Once patient dropped off, the car will require sanitisation process.

FLIR Temp Screen
Trigger Range <38.0 C



Proceed through
Entry Point

FLIR Temp Screen
Trigger Range >38.0 C



Medical Screener
Temperature Taken
Target < 38.0 C



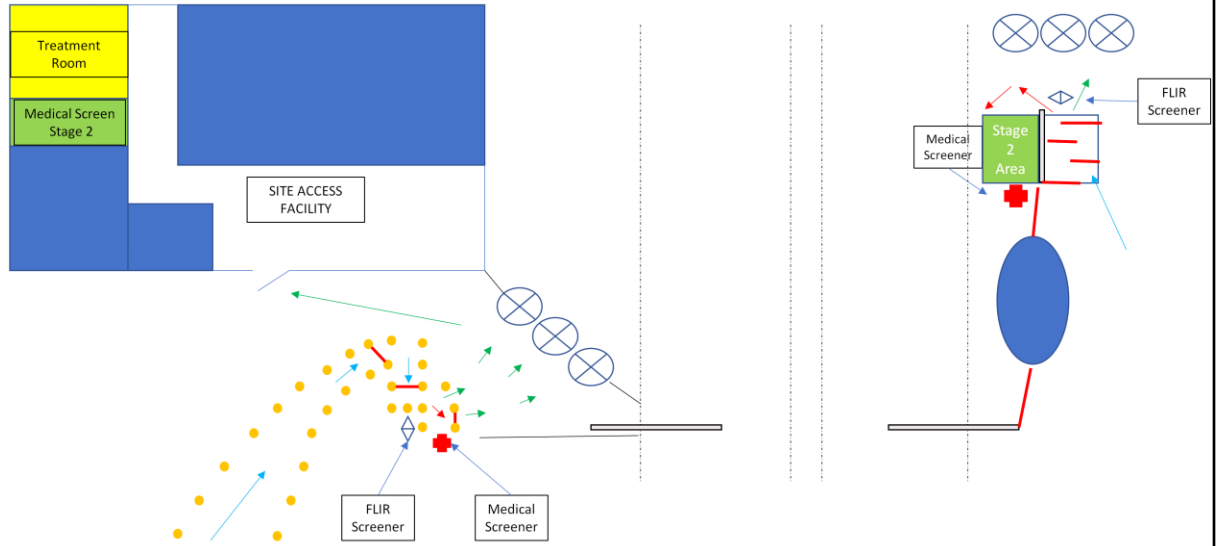
Proceed through
Entry Point

Medical Screener
Taken into secondary screening area – Stage 2 Rm
- Pt P2 Mask & Hand Hygiene
- COVID-19 Screening Tool
- Clinical exam as required
- No Cold and Flu symptoms and fit for work
- Yes Cold and Flu symptoms ■



Proceed through
Entry Point

KGP COVID-19 SCREENING TRAFFIC MANAGEMENT PLAN



COVID-19 SCREENING BASIC OUTLINE

STAGE 1 – Site Access Screening

Temperature screen of all personnel entering site

- Passive FLIR screen with a trigger temp of 38.0 C.
- FLIR screen will be conducted by security personnel.
- If personnel do not hit trigger temp access is granted
- Any FLIR triggers move to secondary temp by Medical Screener using touchless thermometer
- Any person with temp above 38.0 after secondary temp moves onto Stage 2

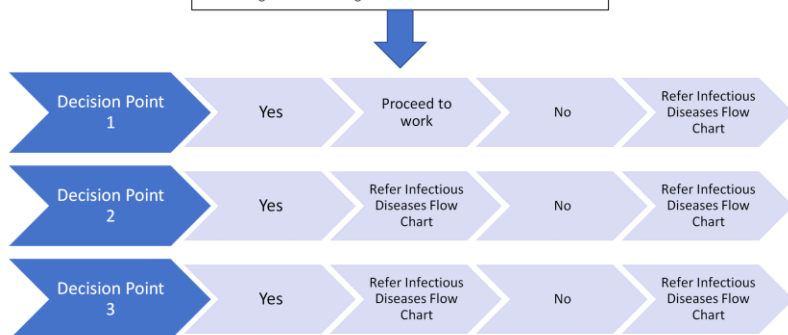
STAGE 2 – Clinical Screening and management

Temperature of person >38.0

- Person to be escorted to Stage 2 Screening Room
- Direct Pt to put on a P2 mask and perform hand hygiene
- Confirm temp with Medical thermometer
- Fill in OSHGROUP COVID-19 Screening Tool
- Conduct clinical examination as required based on information provided by Pt in screening tool and what they tell you.
- Decision Point 1 – Are they fit to go to work
- Decision Point 2 – Do they have cold & flu symptoms
- Decision Point 3 – Do they meet the criteria for further investigations or testing.

STAGE 3 – Returning to Site

All Personnel returning to site following denied access due to illness must be reviewed by a HSEC after Stage 1 and before proceeding onsite. Refer Document xxx



FORWARD LOOKING INFRA RED (FLIR) INFORMATION

- The body will have many temperatures...
- "Body temperature" is the inside, or core temperature of the body
- Always higher temperature inside than outside
- Surface temperature varies
- Variations over time
- Variations according to temperature control needs

Non-contact measurement

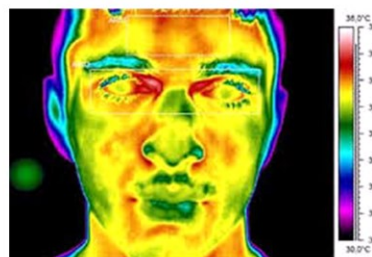
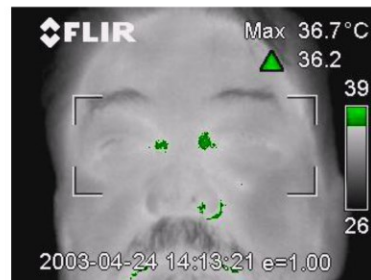
- We need to measure at a point with high correlation between inside and outside temperature
- The Hypothalamus, controls temperature and has a stable temperature
- Points close to the brain will have high and stable temperature
- Other areas of the body will have relatively LARGE VARIATIONS IN TEMPERATURE compared to the core temperature

What points are available?

- Tympanic Membrane (Ear drum)
- Corner of the eye

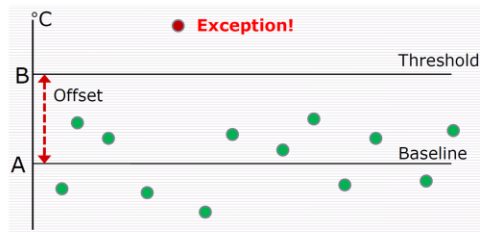
TM is not accessible enough without a TM thermometer and takes more time and consumables

Conclusion – the corners of the eyes is where we will look!



FORWARD LOOKING INFRA RED (FLIR) INFORMATION

- We can not measure the actual temperature accurately enough
- It is not necessary to know what the body temperature is, only if it is a higher temperature than the average of others
- Using this method will eliminate or reduce the most important measurement errors we have



- First thing to do is a baseline
- Average of people in the actual situation where we measure
- Assumes that the majority does not have fever (which is reasonable!)
- Anyone who has a significant difference from the average may have a fever
- People with a temperature that is 1°C higher than the average may have a fever
- If the baseline is e.g. 35.4°C , then the limit is set to 36.4°C (or the built-in delta set to $+1^{\circ}\text{C}$)
- This is called the threshold temperature
- Anyone over the threshold temperature is singled out for further diagnosis by the medical team

FORWARD LOOKING INFRA RED (FLIR) PROCEDURE

- Each FLIR device must be set to an average plus 1 degree by double checking the first 10 people of the day with the Medical Screener.
- For the first 10 people use the day before values until new ones are worked out
- People must be scanned one by one, no mixing
- The area behind the subject should be "clean" from thermal distractions
- The subject should always be at the same distance, and in perfect focus
- The subject must stand still for 2-3 seconds
- Camera work is the most tiring, because it gets boring and loss of concentration can occur
- Rotation of FLIR operator will occur every 30 minutes to ensure alertness

Safe transfer of personnel / Car decontamination process

- Both patient and driver are to wear N95 or P2 mask for the duration of the transfer
- Patient should be positioned in the car at the furthest possible safe location i.e. rear passenger seat not directly behind the driver.
- If transferring in bus, back seat is ideal
- On completion of the transfer the following cleaning process shall be undertaken:
 - Don PPE (if not already in-situ)
 - Nitrile gloves
 - N95/P2 mask
 - Safety glasses
 - Source general alcohol wipes (Isowipes)
 - Wipe down all surfaces for 2m around where the patient was sitting
 - Include, dash area
 - Door / handles
 - Back of the seat in front of where they were seated
 - Seat where the patient was seated for the journey
 - Any consoles within 2m of where the patient was seated for the journey
 - Glass / windows where the patient was seated for the journey
- Once complete, the waste is to be transferred to an appropriate rubbish bin for disposal.
 - All wipes / rubbish into bin
 - Remove gloves and dispose of
 - Remove mask and dispose of
 - Wash hands with soap and water or alcohol rub

Isolation / Return to Work Guidance (note out of date requires update)

14 Day Isolation Guidance Aus Gov Department of Health		Guidance for managing COVID-19 health risk cases and XXXX site access as at xxxxxx		
Self –Isolation COVID-19 confirmed positive Test	Self - Quarantine Recent travel to high risk countries including China, Iran, South Korea, Italy “Close contact” with a confirmed COVID-19 case	Temporary Quarantine “Close contact” with a person being tested under medical advice Person has symptoms following “Moderate risk travel” Person has symptoms and has self initiated testing – no travel or travel to low risk area	Restrict site access only Any unwell person Person has travelled to Japan; or “close contact” with a person who ahs flu like symptoms and ahs recently travelled to a high or moderate risk country	Normal Work and Site Access No Symptoms Travel to moderate risk country including Indonesia (incl Bali) Thailand Hong Kong Cambodia Singapore
Return to work on Site				Definitions
14 days in Self isolation completed No fever for 48 hours No symptoms for 24 hours OSH/Med Clearance	14 days in self quarantine completed RTW with no symptoms OSH/Med Clearance	The person has received a negative test and this has been confirmed No flu like symptoms for 24 hours No fever for 48 hours	14 days since the person left Japan No flu like symptoms for 24 hours Testing for COVID 19 isn't required	“Close contact” 15 mins F2F (less than 2 metres) Been in same enclosed space for 2 hours “Flu-like symptoms” Cough, fever, sore throat, headaches, shortness of breath



WHS RISK ASSESSMENT

Client Name:		Client Contact:	
Location:		Phone Number:	
Service Being Provided:		Date Conducted:	
Access Control, COVID-19		17/03/20	
Email:	Approved By:		Date Approved:
Initial Risk Assessment Conducted By:		(HSE & Q Manager SA/NT/WA) (State Manager WA),	
		(Site Manager)	
Security Officers are checking the temperature for all personnel entering the site			

When determining a rating for the Likelihood and Consequence of a risk, you need to take into account the following;

LIKELIHOOD		CONSEQUENCE
<ul style="list-style-type: none">How often the task occurs.Incident statistics.Environmental conditions.The effectiveness of existing controls.The position of the hazard relative to the workers and other hazards.	<ul style="list-style-type: none">Past safety records.How many people are exposed.The duration of exposure.The Skills, competence and experience of persons exposed.Condition of equipment.	<ul style="list-style-type: none">How much harm the hazard could do.How many people could it affect.Whether the harm would be short term or long term.Impact of; speed, heights, weighs and forces (energy levels).

LIKELIHOOD (L)	
Descriptor	Description
A - Rare	The event will only occur in exceptional circumstances
B - Unlikely	Could occur at some time but doubtful. <i>(Hasn't happened yet but could happen)</i>
C - Possible	Might occur at some time in the future. <i>(Could happen or has happened here or elsewhere.)</i>
D - Likely	The event is likely to occur <i>(Could easily happen.)</i>
E - Almost Certain	Is expected to occur in most circumstances. <i>(Happens often.)</i>

CONSEQUENCE (C)	
Descriptor	OHS
1 - Insignificant	No injuries, No negative effect on health
2 - Minor	First aid treatment
3 - Moderate	Medical treatment required, possible time lost from work
4 - Major	Serious injuries, Multiple injuries requiring hospitalisation
5 - Catastrophic	Death(s), Permanent disability

		LIKELIHOOD				
		A	B	C	D	E
CONSEQUENCE	5	S (11)	S (16)	H (20)	H (23)	H (25)
	4	L (7)	M (12)	S (17)	H (21)	H (24)
	3	L (4)	L (8)	M (13)	S (18)	H (22)
	2	L (2)	L (5)	L (9)	M (14)	S (19)
	1	L (1)	L (3)	L (6)	L (10)	M (15)

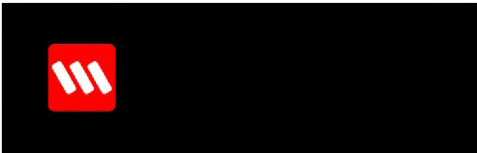
RISK RATING LEGEND (R)	
Description	
L	Low risk; Action taken within a reasonable time, management by routine procedures
M	Moderate risk; Action within 1-3 months, Management responsibility must be specified
S	Significant risk, Action within 5 days, Management attention needed with sign off.
H	Extreme risk, Immediate action required, Senior Management attention needed with appropriate sign off

HIERARCHY OF CONTROL	
Control	Description
Eliminate	Good housekeeping practices, Remove hazard, Consider layout or design.
Substitute	Replace a process or material with a less hazardous option.
Isolate	Separate the hazard from the worker.
Engineer	Redesign the work process or equipment.
Administrative Controls	Implement policies, procedures and training for people to follow when working with hazard.
Use Personal Protective Equip.	Provide people with equipment and training, e.g. glasses, vests, gloves, etc.



WHS RISK ASSESSMENT

No.	TASK	POTENTIAL HAZARD	POTENTIAL TO CAUSE	EXISTING CONTROLS	Likelihood	Consequences	Risk Rating	Risk Score	RECOMMENDED CONTROLS IN ADDITION TO EXISTING CONTROLS	Likelihood	Consequences	Risk Rating	Risk Score	PERSON RESPONSIBLE FOR FOLLOW-UP	TARGET DATE	CLOSE OUT
	Access Control to XXX site conducting temperature check of personnel entering the site	The People attending the site may have been in transit from overseas, interstate or intrastate with unknown exposure to the COVID19 virus	Raised temperature, Ill health and respiratory difficulty., pneumonia	<ul style="list-style-type: none"> Maintain Social Distancing of at least 1.5 metres to separate potential infection from officers Provision of PPE to officers including gloves, and anti-bacterial handwash Universal guidelines for infection control to be followed Ensure all team members use PPE available 	Possible	Moderate	Moderate	13	<p>All officers to practice universal infection control measures.</p> <p>Designate locations for personnel and Security officer to stand.</p> <p>Use a table if possible to enforce separation</p> <p>Latex gloves</p> <p>Crowd Control fencing to control movements of person entering site</p>	Unlikely	Moderate	Low	8		Ongoing monitoring	20/03/20
	Access Control to KGP site conducting temperature check of personnel entering the site	<p>Officers unfamiliar with equipment and technique for taking temperatures</p> <p>Targeting the incorrect area of the face to get an accurate reading</p> <p>Incorrect set up of equipment on a daily basis</p>	Error in taking temperature and missed elevated temperature	<ul style="list-style-type: none"> Training provided by medics Equipment set up checklist Verification by another officer 	Possible	Moderate	Moderate	13	<ul style="list-style-type: none"> Pre-attendance questionnaire Daily pre-start checks for equipment Verification by on site medics of training competency 	Unlikely	Moderate	Low	8		Ongoing monitoring	20/03/20
	Emergency response	If a person is diagnosed as infectious	Ill health and respiratory difficulty., pneumonia	<ul style="list-style-type: none"> Medical Emergencies will be Treated by on site medics and medical personnel Use of Anti-bacterial solution to reduce any possible contamination 	Unlikely	Minor	Low	5	All officers to practice universal infection control measures	Unlikely	Minor	Low	5		Ongoing monitoring	20/03/20
	Human Factors	Person pre-existing medical issue i.e. diabetes	Ill health and respiratory difficulty., pneumonia	<ul style="list-style-type: none"> Verify that current employees are not at risk with medical conditions 	Unlikely	Minor	Low	5	Employment application medical status verified for all current personnel and no pre-existing medical conditions noted.	Unlikely	Minor	Low	5		Ongoing monitoring	20/03/20



WHS RISK ASSESSMENT

	Site Induction	Non -competent personnel	Inadvertent exposure by accessing contaminated area Not orientated to site	<ul style="list-style-type: none">Not required to access these areas and the areas are controlled.	Unlikely	Minor	Low	5	Officers are inducted on commencement of duty. Ongoing inductions / information provided in the event there are short notice changes to restricted areas / persons authorised onsite	Unlikely	Minor	Low	5		Ongoing monitoring	20/03/20



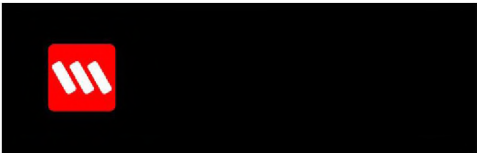
WHS RISK ASSESSMENT

Details of persons consulted in follow-up assessments and reviews

NAME		TITLE	DATE	NAME		TITLE	DATE
<div></div>		HSE & Q Manger SA/NT/WA	18/03/20				
		State Manager WA	18/03/20				
		Site Manager	18/03/20				

Workers verification of review of this site risk assessment & consecutive updates.

NAME		DATE	NAME		DATE	NAME		DATE



WHS RISK ASSESSMENT





WHS RISK ASSESSMENT

INSTRUCTION:

All workplace HSE hazards must be identified and recorded on the Risk Assessment Form. Whether a manager is seeking to identify all HSE hazards within a contract / site or wishes to undertake a risk assessment on a specific task / activity, a range of approaches must be adopted to assist in the identification of HSE hazards in their work places. As a minimum Workplace Managers should:

- Consult with relevant health & safety representative (HSR) and / or personnel in relation to the activities and tasks they perform.
- Undertake a walkthrough of the workplace
- Examine hazard, incident and injury reports received
- Refer to Wilson Security's Generic Risk Register
- Refer to manufacturer's product information for any plant / equipment.
- Review records of worksite inspections.
- Refer to legislative requirements
- Consult with peers to clarify industry knowledge
- Consult with HSE team
- Review findings of HSE audits / reports.
- Review minutes of any HSE consultative committee / forum meetings.
-

The identification of health and safety hazards should also include special, ad hoc or extraordinary events e.g. emergency situations.

For each hazard or hazardous activity that is identified in Step 1 - Hazard Identification, the associated risks must be determined. A risk assessment must then be completed to determine whether the level of risk is acceptable.

A number of known hazards have been included in this template the existing controls need to be reviewed and controls not relevant to the site deleted or crossed out, and where new controls are required these should be added.

Once the consequence and likelihood have been determined for the hazard, a hazard a risk rating can be included. The higher the risk rating assigned, the higher the level of risk associated with the hazard.

Once hazards have been identified and the risk assessed, a control strategy to either eliminate or control the risk is to be developed and implemented. The process represented in the diagram below is designed to identify control strategies from the most effective to the least effective strategy. All Wilson Security personnel must consider control strategies in the order of the hierarchy of controls.

Workplace Managers need to make sure that the risks are reduced so far as is *'reasonably practicable'*, and ask what more can be done to control the risk. When identifying controls managers need to remember.

It is important to assess if a control identified may introduce new hazards into the workplace. If so, Workplace Managers need to ask as to whether the control identified remains the preferred option and how any new risks are to be controlled.

The final step of the risk management process involves monitoring and reviewing the effectiveness of existing risk controls that have been implemented.

A systemic evaluation and review schedule should be developed to ensure that they have had the desired impact in reducing the likelihood and/or consequences of a hazard occurring. Consultation with, and feedback from workers will provide information on the application and effectiveness of risk controls at the workplace level.

The Workplace Manager must consult with affected workers during all stages of the risk management process. Where workers are represented by a HSR who has been elected to represent a work group, the workplace manager must ensure consultation involves the HSR.

Managers must ensure consultation, cooperation and coordination of activities occurs with other persons conducting a business or undertaking (PCBUs) where a shared duty in relation to the same matter exists e.g. principle contractors, labour hire companies, government agencies etc. This will ensure any risks associated with an activity or work process are identified, appropriately managed and communicated to those who will be affected.

The Workplace Manager is responsible for keeping a record of the contract / site specific HSE Risk Assessment and ensuring it is available to all relevant persons (e.g. Health and Safety Committee members, HSR, workers, contractors, visitors and external auditors etc.).

The Workplace Manager must ensure that all workers have formed part of the consultation and communication process and signed off on the completed HSE Risk Assessments.

Refer WHS Risk Assessment Procedure located in WNet / Safety First

Re: Temperature checks - Draft

From: [REDACTED]
 To: [REDACTED]
 Cc: [REDACTED]
 Date: Wed, 01 Apr 2020 13:42:41 +1100
 Attachments: image001.png (4.86 kB); image002.jpg (16.91 kB); image003.jpg (1.16 kB); image004.png (14.19 kB); image701000.png (4.86 kB); image775001.jpg (16.91 kB); image767002.jpg (1.16 kB); image705238.png (14.19 kB)

Good work thanks will share with Greg as Vic are being asked to complete

regards,

[REDACTED]

[REDACTED]
 General Manager Specialist Security

 Wilson Security 20 YEAR ANNIVERSARY	Level 3, 6 English Street Essendon Fields VIC 3041 Australia	<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; margin-right: 5px;">T M E W</div> <div style="background-color: black; width: 150px; height: 30px; margin-right: 5px;"></div> </div> www.wilsonsecurity.com.au			
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On 1 Apr 2020, at 1:31 pm, [REDACTED] wrote:

>

Yep, the original e-mail came from me with the procedures and RA drafted [REDACTED] and the site manager. I put them forward to all States as a best practice if we are to undertake the work.

We've also gotten some advice from Dr Pramodh on this one, he is happy as long as we are not making any medical judgements, the client should have a process to back us up with an onsite nurse etc.

Cheers

[REDACTED]

[REDACTED]
 HSE Advisor

<image701000.png>

Level 3, 6 English Street
 Essendon Fields VIC 3041
 Australia

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[REDACTED]
www.wilsonsecurity.com.au

<image775001.jpg>

<image767002.jpg>

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<image705238.png>

From: [REDACTED]
Sent: Wednesday, 1 April 2020 1:21 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: Temperature checks - Draft

You across this [REDACTED]?

[REDACTED] [REDACTED]
General Manager Specialist Security

<image001.png>

Level 3, 6 English Street
Essendon Fields VIC 3041
Australia

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<image004.png>

From: [REDACTED]
Sent: Wednesday, 1 April 2020 11:00 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: Temperature checks - Draft

Hi [REDACTED]

FYI of not already known

Thanks

[REDACTED] [REDACTED]
Snr RSM Defence SA Deputy Chief Security Officer


<image001.png>

Level 2, 144 North Terrace
Adelaide SA 5000
Australia

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<image002.jpg>


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<image004.png>

From: [REDACTED]
Sent: Wednesday, 1 April 2020 10:25 AM

[REDACTED]

Subject: Temperature checks - Draft

Hi Team,

Firstly I hope that you and your families are all well and in good health and I thank you all for your commitment and support during this extremely busy time in our industry. My phone is on 24/7 if you need to contact me

Many of our customers have asked us to start to look at and do Temperature checks at their premises.

Please find attached a draft of the procedures that we are looking to put in place for this process, there will be more to follow in this space, this is an initial communication for your awareness

Thanks and Regards

[REDACTED]

[REDACTED]

State Manager | South Australia

<image001.png>

Level 2/144 North Terrace
Adelaide SA 5000
Australia

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<image002.jpg>

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<image004.png>

COVID - 19 Temperature Screening Guideline

Policy Owner	Group HSEQ Manager
Division	WHSE
Last Reviewed	MAY 2020
Version	01

Contents

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Temperature Screening Guideline

1.0 Purpose / Scope

Due to the current situation regarding COVID-19 in Australia and New Zealand, Wilson Group will be implementing mandatory temperature screening of all workers entering building premises where Wilson undertake business. This approach is aimed to mitigate potential cases of COVID-19 and avoid a secondary infection or pandemic. This document ensures Wilson Group and the associated business units apply appropriate preventive measures which align with the Wilson Group Pandemic Recovery Plan.

Workers that are identified to display signs or symptoms consistent with influenzas, the virus or a temperature reading greater than **>37.4** shall self-isolate and not enter the workplace. The worker shall inform their respective Supervisor or Manager and seek medical advice from local health authorities prior to returning to workplace.

2.0 Definitions

WHS	Workplace Health and Safety; terminology used in all Australian states for health and safety acts and regulations, except Vic and WA.
HSE	Health, Safety and Environment; Wilson uses the term HSE when referencing activities associated with issues relating to health, safety and/or environmental matters.
Authorised Representatives of Registered Employee Organisations (ARREO)	ARREO are persons from a registered employee organisation (typically unions) that represent employees on health & safety matters. ARREO's must be issued with a permit from the Magistrates Court prior to authorised entry to a Wilson site. <u>This only applies to Victoria</u>
Consultation	A meeting between two or more parties where advice is given and views are exchanged.
Communication	The exchange of information, thoughts or messages. Communication can occur in various forms such as talking, listening and writing (either hard copy or electronic).
Workers	All personnel either employed or subcontractor working under the direction, control or on behalf of Wilson Group.
Workplace Managers	Workplace managers include; Departmental, Operations, Account, Client Service and other functional managers and supervisors. People responsible for the day to day direction of other persons in the workplace.
Senior Managers	CEO and General, Divisional and State Managers

3.0 Reference Documentation



Model WHS Act 2011 (Australia)
WA – Occupational Health and Safety Act 1984
VIC – Occupational Health and Safety Act 2004
Health and Safety at Work Act (New Zealand)
Health Safety in Employment Act 1992 (New Zealand)
Wilson Group Online Training Program
Standards: AS/NZS 4801:2001, OHSAS 18001:2007
WorkSafe New Zealand: Health and Safety Representatives Fact Sheet
Safe Work Australia; Guide for Work Health & Safety Consultation, Co-operation & Co-ordination
Wilson Group Internal Document - Wilson Group - Conditions of Entry Amendment
Wilson Group Internal Document - Employee, Visitor and Contractor COVID-19 Declaration Form
Wilson Group Internal Document - Wilson Group Temperature Testing Checklist

4.0 Responsibilities

TITLE	RESPONSIBILITIES
Workers	<ul style="list-style-type: none"> The following procedure shall apply to all employees, contractors and anyone visiting a premise where Wilson Business units operate or undertake business. No personnel shall be exempt from the temperature screening procedure.
Workplace Managers	<ul style="list-style-type: none"> Ensure a methodology of temperature testing is available in accordance with the Wilson Group Recovery Plan Demonstrate commitment to health and safety Lead by example; Drive and instil workers compliance in accordance with this procedure Ensure integrity of documentation and processes; Recognise and reward good safety performance by workers.
Senior Managers	<ul style="list-style-type: none"> Ensure that this procedure has been distributed throughout their relevant areas of responsibilities, is understood by all workers, and that communication arrangements are established and maintained in accordance with this procedure.

5.0 Procedure

	Procedure Steps	Responsibility
1	General Requirements	

1.1	<ul style="list-style-type: none"> All workers returning to the workplace are deemed fit for duties without signs and symptoms consistent with influenzas and COVID-19 	Workplace Manager
1.2.1	<ul style="list-style-type: none"> All business units to incorporate a minimum one of the following temperature testing applications / methodologies: <ol style="list-style-type: none"> 1) Fixed Thermal Camera System; 2) Hand Held Testing (conducted by third party or nominated representative) 3) Hand Held Testing – (workers conducting self-testing) 	Workplace Manager
1.3.1	<ul style="list-style-type: none"> All business units adhere to all Federal, State & Territory Government recommendations, restrictions, preventive measures and controls 	Workplace Manager
1.4.1	<ul style="list-style-type: none"> Social distancing standard (1.5 meters) is maintained 	Workplace Manager
1.5.1	<ul style="list-style-type: none"> In the event a worker does not comply with this procedure. The respective individual will not be allowed to enter the building premise. The site representative will immediately notify the workers respective Site Supervisor or Manager for notification and further escalation. 	Workplace Manager
1.6.1	<ul style="list-style-type: none"> All follow up direction / messaging or correspondence regarding refusal of access to the building premises to be delivered by the workers respective reporting Supervisor or Manager 	Workplace Manager
1.7.1	<ul style="list-style-type: none"> The temperature testing activity will consist of initial temperature test and if required a secondary temperature test 	Workplace Manager
1.8.1	<ul style="list-style-type: none"> All workers temperature will only be recorded as a PASS or FAIL of the guideline to ensure confidentiality of the worker is maintained. 	Workplace Manager
1.9.1	<ul style="list-style-type: none"> All secondary test results indicating a temperature greater than >37.4 will be advised by the respective reporting Supervisor or Manager to seek further advice from their GP or medical professional before returning to the workplace. 	Workplace Manager
2	Preparation	
2.1	<ul style="list-style-type: none"> All workers to immediately present to the temperature testing area 	Worker
2.1.1	<ul style="list-style-type: none"> The testing area will have the appropriate temperature testing systems / equipment, Personal Protective Equipment (PPE) and supporting documentation available. 	Worker
2.1.2	<ul style="list-style-type: none"> A brief will be provided to all workers prior to the commencement of activity 	Workplace Manager
2	Initial Testing	
2.1	<ul style="list-style-type: none"> A site representative will ensure the temperature testing equipment is pre-set correctly and deemed fit for purpose 	Worker

2.1.2	<ul style="list-style-type: none"> All workers to remove all miscellaneous items from their possession (hats, glasses and bag etc). 	Worker
2.1.3	<ul style="list-style-type: none"> Fixed Thermal Camera System – worker to walk between the thermal camera and scanner. Hand Held Testing (conducted by third party or nominated representative) - A site representative will aim / position the temperature device towards workers forehead region and squeeze the trigger, the device will provide a temperature reading. Hand Held Testing – (workers conducting self-testing) – the worker will aim / position the temperature device towards their forehead region (centre of seen mass) and squeeze the trigger, the device will provide a temperature reading. 	Worker
2.1.4	<ul style="list-style-type: none"> In the event the initial temperature test reading indicates a reading less than <37.4 the worker may proceed into the building premises. All workers are to fill out the Temperature Testing Checklist with no further actions required. 	Worker
2.1.5	<ul style="list-style-type: none"> In the event the initial temperature test reading indicates a reading greater than >37.4 the device or system will identify the worker via an audible alarm. The worker must stop immediately and not proceed into the building and notify their respective reporting Supervisor or Manager. 	Worker
2.1.6	<ul style="list-style-type: none"> The worker will be issued disposable gloves and a face mask and immediately be directed to an isolation room or area 	Workplace Manager
2.1.7	<ul style="list-style-type: none"> The reporting Supervisor or Manager will don the following Personal Protective Equipment (PPE) disposable gloves, face mask and ask the worker the following questions from the Employee, Contractor or Visitor COVID-19 declaration. Are you experiencing any sign or symptoms (i.e. a cough, sore throat, fatigue?) Have you recently travelled overseas? Have you been in contact with a confirmed case of COVID-19? 	Workplace Manager
2.1.9	<ul style="list-style-type: none"> In the event the worker states YES to any of the above questions, the worker is to depart the premises. The workers reporting Supervisor or Manager is to arrange appropriate transport arrangements or requirements. The worker will complete the Temperature Testing Checklist with no further actions required 	Workplace Manager
2.1.10	<ul style="list-style-type: none"> In the event the worker states NO to all the above questions, a fifteen-minute period is to be imposed prior to a secondary temperature test 	Workplace Manager
3	Secondary Testing	

3.1	<ul style="list-style-type: none"> After the fifteen-minute period has concluded the worker will commence a secondary test utilising the same principle / methodology of testing reference 2.1.3 In the event the secondary temperature test reading indicates a reading less than <37.4 the worker may proceed into the building premises. In the event the secondary temperature test reading indicates a reading greater than >37.4 the worker will not proceed into the building and must depart the premises. The workers reporting Supervisor or Manager is to arrange appropriate transport arrangements or requirements. On conclusion to a secondary test the worker will complete the Temperature Testing Checklist with no further actions required. 	Workplace Manager
4	Sanitization	
4.1	<ul style="list-style-type: none"> On conclusion to each test the following cleaning of equipment is to occur: All hand-held temperature devices; All isolation rooms / areas (including chairs and tables) and; Dispose of all non-useable PPE (gloves & face masks) 	Workplace Manager

6.0 Documentation / Records



Document Title	Record Location	Min. Retention Period	Destruction Method
Temperature Screening Guideline	State Administration Files	7 years	Shred

7.0 Evaluation of Compliance

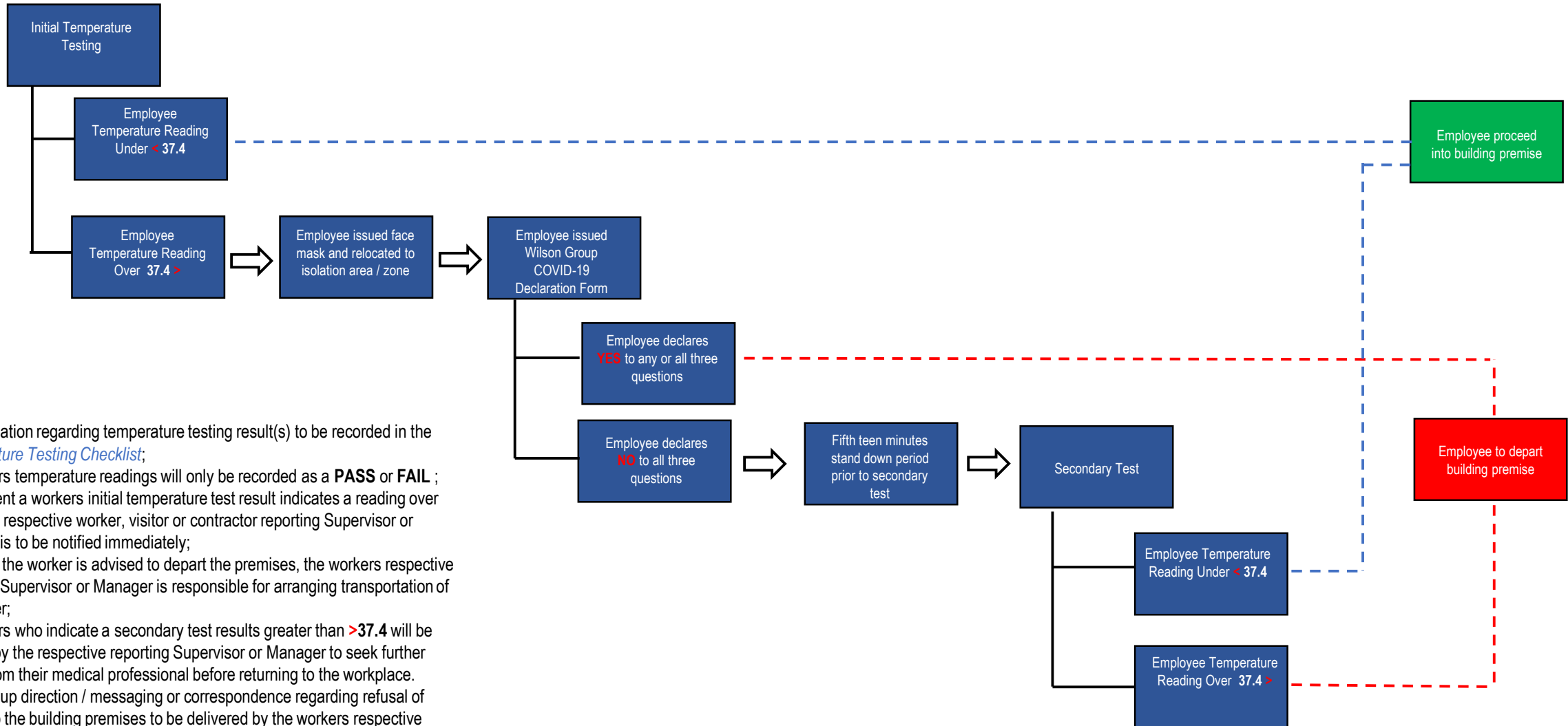
The following activities are undertaken and assessed to determine the effectiveness of implementation and verify compliance with management system, legal and other identified requirements applicable to this activity.

1.

8.0 Procedure Review History

Issue No.	Date of Issue.	Amendment	Prepared By	Approved By
00	MAY 2020	Initial issue		

Temperature Testing Flow Chart



- All information regarding temperature testing result(s) to be recorded in the [Temperature Testing Checklist](#);
- All workers temperature readings will only be recorded as a **PASS** or **FAIL** ;
- In the event a workers initial temperature test result indicates a reading over **>37.4** the respective worker, visitor or contractor reporting Supervisor or Manager is to be notified immediately;
- the event the worker is advised to depart the premises, the workers respective reporting Supervisor or Manager is responsible for arranging transportation of the worker;
- All workers who indicate a secondary test results greater than **>37.4** will be advised by the respective reporting Supervisor or Manager to seek further advice from their medical professional before returning to the workplace.
- All follow up direction / messaging or correspondence regarding refusal of access to the building premises to be delivered by the workers respective reporting Supervisor or Manager


RE: General

From: [REDACTED]
 To: [REDACTED]
 Cc: Shaun Hogan [REDACTED]
 Date: Tue, 07 Apr 2020 09:53:33 +1000

Sorry, in my haste I did not reply all

This is done - <https://www.wilsonsecurity.com.au/declaration-of-fitness/>





[REDACTED]
 Manager, Business Projects

	Level 13, The Tower 360 Elizabeth Street Melbourne VIC 3000 Australia	<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; margin-right: 5px;">T M E W</div> <div style="background-color: black; width: 200px; height: 40px; margin-right: 10px;"></div> </div> www.wilsongroupau.com
----------------------------------------------------------------------------------	-----------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

From: [REDACTED]
 Sent: Tuesday, 7 April 2020 9:52 AM
 To: [REDACTED]
 Cc: Shaun Hogan [REDACTED]
 Subject: RE: General

Whatever is the quickest and easiest outcome at this stage

[REDACTED]
 General Manager Specialist Security

	Level 3, 6 English Street Essendon Fields VIC 3041 Australia	<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; margin-right: 5px;">T M E W</div> <div style="background-color: black; width: 200px; height: 40px; margin-right: 10px;"></div> </div> www.wilsonsecurity.com.au	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <small>Health & Safety OHSAS 18001 SAI GLOBAL</small> </div> <div style="text-align: center;">  <small>Environment ISO 14001 SAI GLOBAL</small> </div> <div style="text-align: center;">  <small>Quality ISO 9001 SAI GLOBAL</small> </div> </div>
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Book Mobile Patrols →

From: [REDACTED]
 Sent: Tuesday, 7 April 2020 9:41 AM
 To: [REDACTED]
 Cc: Shaun Hogan [REDACTED]
 Subject: RE: General

[REDACTED] - how would you like to proceed

FYI - I had a field for the person to specify if they were completing the form themselves or not. If not, then collect the name of the person completing the form

Manager, Business Projects



Level 13, The Tower 360 Elizabeth Street
Melbourne VIC 3000
Australia

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From: [REDACTED]
Sent: Tuesday, 7 April 2020 9:28 AM
To: [REDACTED]
Cc: Shaun Hogan [REDACTED]
Subject: RE: General

Hi [REDACTED]

Yes the URL would be public but we can apply a generic Password to the form for a subcontractor/ supervisor to use.

It would take about an hour or so to create the form in Formstack based off the template COVID-19 - Declaration of fitness I think all that is needed is to add the report creators name to the field at the top.

Regards Jamie

Service Coordinator



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From: [REDACTED]
Sent: Tuesday, 7 April 2020 9:23 AM
To: [REDACTED]
Cc: [REDACTED] Shaun Hogan [REDACTED]
Subject: Re: General

Don't get technical with me missy hahaha

[REDACTED] can you chat with [REDACTED] and see if there is a shortcut for you

regards,

[REDACTED]

General Manager Specialist Security



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On 7 Apr 2020, at 9:20 am, [REDACTED] wrote:

Hi [REDACTED]

Is the formstack form a public URL?

If so, then moving the form I have created on the intranet to the Security website would be the fastest option to service this to the field.

Cheers, [REDACTED]

Manager, Business Projects

[<image803000.jpg>](#)

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Melbourne VIC 3000
Australia

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From: Paul Brazier
Sent: Tuesday, 7 April 2020 9:16 AM
To: Jamie Hansen <jamie.hansen@wilsonsecurity.com.au>
Cc: Shaun Hogan <shaun.hogan@wilsonsecurity.com.au>; Mandy Hooper <mandy.hooper@wilsongroupau.com>
Subject: Fwd: General

The intent is to have the supervisor complete on an iPad. This is to reduce the number of touch points on pens and equipment. Essentially the Supervisor is having the officer declare to him the questions in the form. We will need to include adding the Supervisor details of who is completing the form as well as the officer who is the subject of the questionnaire.

There are four hotels we are currently servicing: Crowne Plaza Melbourne, Pan Pacific Melbourne, Mercure Welcome Melbourne and Pan Pacific Perth. These can be a drop down selection and if more hotels come on we can add later.

There are some smarts in the intranet form and Mandy can assist if you need anything in respect to the intranet form.

Appreciate your help on this mate.

regards,

[REDACTED]

[REDACTED]

[REDACTED]

General Manager Specialist Security

[<image001.png>](#)

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[<image004.png>](#)

Begin forwarded message:

From: [REDACTED]
Date: 6 April 2020 at 9:27:32 am AEST
To: Beti Dafovski [REDACTED]
Cc: [REDACTED] Shaun Hogan <[REDACTED]>
Subject: RE: General

Thanks for your feedback Beti – updated

Cheers, [REDACTED]

[REDACTED]

[REDACTED]

Manager, Business Projects

[<image005.jpg>](#)

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Melbourne

Australia

VIC 3000

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From: Beti Dafovski
Sent: Monday, 6 April 2020 8:56 AM

To: [REDACTED] >
Cc: [REDACTED] Shaun Hogan <[REDACTED]>
Subject: RE: General

Hi [REDACTED],

It looks good. The only other suggestion I have is to add a question relating to whether they have any respiratory conditions ie asthma. Anyone with a respiratory condition is regarded at risk.

Other than that all good from my end.

BD

Beti

Dafovski

National Comcare Manager

[<image001.png>](#)

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Essendon Fields VIC 3041
Australia

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[<image004.png>](#)

From: [REDACTED]
Sent: Sunday, 5 April 2020 1:03 PM
To: Beti Dafovski
Cc: [REDACTED]
Subject: RE: General

Hi Beti

Thanks for your call on Friday. I have made some modifications to the form based on your feedback. There is conditional logic embedded that ensure that if a guard indicates they have a cough/fever/lethargy/breathing difficulties, they will be asked if they have medical clearance. If no medical clearance, the site supervisor will escalate to a manger.

The form can be found at <https://my.wilsongroupau.com/security-team/declaration-of-fitness/>

Please let me know if any further changes are required

Once you are happy with the form, I can put a link to the page on the security team space in the intranet so it is easy for site supervisors to find.

Cheers, [REDACTED]

[REDACTED]
[REDACTED]
Manager, Business Projects

[<image005.jpg>](#)

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Melbourne VIC 3000
Australia

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From: [REDACTED]
Sent: Friday, 3 April 2020 4:04 PM
To: [REDACTED] Shaun Hogan [REDACTED]
Subject: RE: General

Hi [REDACTED], ideally I'd like beti to bless

[REDACTED]
[REDACTED]
General Manager Specialist Security

[<image001.png>](#)

Level 3, 6 English Street
Essendon Fields VIC 3041
Australia

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[<image004.png>](#)

From: [REDACTED]
Sent: Friday, 3 April 2020 3:42 PM
To: Shaun Hogan [REDACTED]
Cc: [REDACTED]
Subject: RE: General

Hi Shaun

Thanks for your patience. I have put together a draft declaration of fitness based on what I think is pertinent information - <https://my.wilsongroupau.com/security-team/declaration-of-fitness/>. Who can I verify this with?

Cheers, [REDACTED]

[REDACTED]
[REDACTED]
Manager, Business Projects

[<image005.jpg>](#)

Level 13, The Tower 360 Elizabeth Street
Melbourne VIC 3000
Australia

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W [REDACTED]
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From: Shaun Hogan
Sent: Thursday, 2 April 2020 3:35 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: General

Hi [REDACTED]

As discussed, thanks for your time.

- * Assignment Instructions- Could you please draft a document based off the Quarantine Operation / detention notice information please.
 - * Crown Plaza
 - * Pan Pacific
 - * Park Royal
- * Declaration of Fitness-A document that we can use for staff to complete / mark off / record, intranet is good, I will chase up some ipads.

I will review the task plan, and we will chat soon.

Many Thanks

Shaun

National Manager Corporate Risk

Hogan

[<image001.png>](#)

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Declaration of Fitness

From: Shaun Hogan [REDACTED]

To: [REDACTED]

Cc: [REDACTED]

Date: Wed, 13 May 2020 12:07:45 +1000

Hi [REDACTED]

Can you please add the below to the Declaration of Fitness questions in Formstack please ? Yes / No, and a free text box for the description of the illness. Any 'yes' to be emailed through to the existing escalation list please.

- * Do you suffer from any medical conditions?
- * Are you receiving treatment for any immune related conditions?
- * Do you have any immune related conditions?

Many Thanks,

Declaration of Fitness Formstack_- New Questions

From: Shaun Hogan

To:

Cc:

Greg Watson

Date: Wed, 24 Jun 2020 07:44:51 +1000

Hi all,

We have added a question to the Declaration of Fitness form stack, as per below;

- * **Have you worked at any other quarantine hotel in the last 14 days ?**
- * Yes / No
- * If yes, list hotel-free text box
- * If yes, send report to myself, Scott and Luke Stanley

This is to try and determine if staff are working across other quarantine hotels (not Wilson hotels) as part of their casual employment. If a yes is recorded we are notified via email, however please brief supervisors conducting the twice daily declarations that if a staff members answers yes they need to escalate this to our site management team so we may evaluate and review.

Any questions please let me know. This question is now active in formstack this morning.

Thanks,

From:

Sent: Wednesday, 24 June 2020 7:36 AM

To: Shaun Hogan

Subject: RE: Declaration of Fitness Formstack

Hi Shaun

Form is updated , the email list is below

Regards

Emails & Actions

Notification Emails (FOR YOU)

Notification Emails are an easy way to keep yourself (and others) informed of any new submissions to your form.

[Add a Notification Email](#)



Notification Email

All submitted data sent to: scott.dagostino@wilsonsecurity.com.au, greg.watson@wilsonsecurity.com.au, shaun.hogan@wilsonsecurity.com.au



Notification Email

All submitted data sent to: Jason.Borchers1@wilsonsecurity.com.au, aaronfromalex17@gmail.com, asherheathcote@icloud.com, Luke.Stanley@wilsonsecurity.com.au

Service Coordinator



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From: Shaun Hogan
Sent: Tuesday, 23 June 2020 3:54 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Declaration of Fitness Formstack
Importance: High

Hi [REDACTED],

Can you please add a question to the Declaration of Fitness form stack please ?

- * **Have you worked at any other quarantine hotel in the last 14 days ?**
 - * Yes / No
 - * If yes, list hotel-free text box
 - * If yes, send report to myself, [REDACTED] and [REDACTED]

Please check if [REDACTED] is listed as receiving Incident reports also please ? Please advise once complete so I can update the teams.

Any questions please let me know.

Thanks [REDACTED].

Shaun

Hogan

National Manager Corporate Risk



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